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ABSTRACT

An examination of the collective bargaining guidelines developed in Florida's 1975 enabling legislation and of the personnel policies and procedures contained in institutional documents from eight Florida community colleges was conducted, and other pertinent literature was reviewed, in order to identify potential areas for assessing impact of the bargaining guidelines. Tabular data from the personnel policies and procedures manuals and the salary schedules of the eight institutions were assembled to permit comparisons between the academic years 1973-74 and 1974-75 in four areas: salary information, fringe benefit provisions, employment practices, and college governance structure. While no significant trends or indication of changes with regard to the four principal areas examined were revealed, there were indications that a major initial impact of the state statute was in the prompting of review and updating of policies and procedures manuals in preparation for the future when collective bargaining would be undertaken by the various institutions. The study yielded a data base for future analysis of these developments. Tabular data are included throughout the report and an extensive bibliography is appended. (JDS)

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A Study to Determine the Impact of the State of Florida's New Collective Bargaining Guidelines on the Personnel Policies and Procedures of Eight Community Colleges in Florida

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

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NICHOLAS A. BENINATE

A MAJOR APPLIED RESEARCH PROJECT
PRESENTED IN PARTIAL FULFILLMENT OF THE REQUIREMENT FOR
THE DEGREE OF DOCTOR OF EDUCATION

NOVA UNIVERSITY

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The author acknowledges his debt and expresses appreciation to the various members of the State Department of Education, State of Florida, who assisted in obtaining various supporting documents used in the study.

Abstract of a Major Applied Research Project Presented to NOVA University in Partial Fulfillment of the Requirements for the Degree of Doctor of Education

A STUDY TO DETERMINE THE IMPACT OF THE STATE OF FLORIDA'S NEW COLLECTIVE BARGAINING GUIDELINES ON THE PERSONNEL POLICIES AND PROCEDURES OF EIGHT COMMUNITY COLLEGES IN FLORIDA

By
Nicholas A. Beninate

September 1975

The purpose of this study was to assess the impact, during the period of July 1, 1974, through July 1, 1975, on the personnel policies and procedures of eight community/junior colleges in the State of Florida by the approval of the Florida Collective Bargaining Guidelines which became effective January 1, 1975.

A comprehensive review of the literature addressed itself to the new Florida Law CSHB 2028 covering the collective bargaining guidelines as well as the various policies and procedures of the community/junior colleges in Florida with specific reference to those documents issued by the eight (8) community/junior colleges covered in the study. Further study was undertaken of similar studies or data and publications issued by other states or prepared by other community colleges, and this data was reviewed with reference to major issue areas of concern to the faculty and administrative staffs of these institutions. From this action, the following major issues were developed as the basis for this study:

1. What will be the measureable impact by July 1, 1975, of Florida House Bill 2028, covering Collective Bargaining Guidelines, on existing personnel policies and procedures of the eight community/junior colleges in Florida utilized in this study as measured by changes in the personnel policies and procedures manuals of these colleges?

2. Is it possible to identify and analyze central issues covered in these changes evidenced by the personnel policies and procedures manuals of the eight colleges studied?

3. Is it possible, as a result of studying these issues which may appear as a change or addition to the documents being reviewed, to develop a document which identifies these and other items which have evolved during this transition period?

4. Are issues so identified and the response to them stated in a broad and uniform manner as procedures or guidelines. The purpose of this action is to offer possible solutions to members of the college community moving or forced toward a collective effort to achieve institutional objectives which now must reflect the guidance established by the State of Florida in the various State Statutes and State Board of Education Regulations. Such practices must also reflect the influence of collective bargaining agreements between the union, or other faculty representatives, on the one hand and the college administration (Board) on the other for each of the eight colleges utilized in the study.

The study was based on the assumptions that there would be available for review and analysis the following documents from each of the colleges covered in the study:

1. Policies and Procedures Manuals.
2. Salary Schedules.
3. Contracts negotiated between the colleges covered in the study and the faculty/employee bargaining agents.

Data and other supporting information was available for the first two items listed above. However, only one contract had been negotiated as of July 1975 between the administration and employee representatives out of the eight colleges covered in the study. This fact led to a major revision in the analysis which was utilized in completing the research study.

It was originally planned to compare and assess changes which appeared to have been made in documents such as the policies and procedures manuals and salary schedules in effect at the colleges covered in the study. These manuals were to cover the school years 1973/74 and 1974/75. In addition, it was intended to analyze the content of each contract negotiated between the faculty/employee representatives and the administration. All of these documents were to be analyzed in light of the guidelines contained in the Florida Collective Bargaining Guidelines CSHB 2028. Since only one college had completed a collective bargaining agreement as of July 1975, it was not possible to complete the study as planned.

In view of these conditions, a new approach to assessment procedure was developed for the study without reducing or changing the basic inquiry. Tables were developed from the data contained in

the policies and procedures manuals and the salary schedules of the eight community/junior colleges covered by the study. These tables have been arranged to present data in the following major areas:

1. Salary Information.
2. Fringe Benefit Provisions.
3. Employment Practices.
4. College Governance Structure.

This grouping allowed comparisons between documents for the academic year 1973/74 and those for 1974/75.

The study did not reveal any significant trend or indication of changes with regards to any of the four major areas covered by the tables.

While there was no significant change or trend indicated in the analysis of policies and procedures manuals of the eight Florida public community/junior colleges as a result of Florida House Bill 2028, there were other indications reflected in the study. There were strong indications that a major impact was realized in the sense of CSHB 2028 prompting review and updating of major documents such as the policies and procedures manuals in preparation for the future when collective bargaining would be undertaken by these institutions.

This study yielded a data base and a research design for future analysis of developments within Florida community colleges of the results of formalized negotiation practices.

The basic research design was one of establishing the major issue areas and then making a finite analysis of the content of the policies and procedures manuals and documents.

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A STUDY TO DETERMINE THE IMPACT OF THE STATE OF FLORIDA'S NEW COLLECTIVE BARGAINING GUIDELINES ON THE PERSONNEL POLICIES AND PROCEDURES OF EIGHT COMMUNITY COLLEGES IN FLORIDA

CHAPTER I

BACKGROUND AND STATEMENT OF THE PROBLEM

Introduction

This study assesses the impact from July 1, 1974, through July 1, 1975, on the personnel policies and procedures of eight community/junior colleges in the State of Florida by the approval of the Florida Collective Bargaining Guidelines covered in Florida House Bill 2028 (Florida Statutes 447) effective January 1, 1975. (Florida, CSHB 2028; 1974:12-32)

Statewide college collective bargaining became mandatory in 1974/75 for the staff and faculties of the community colleges in Florida. This change from past practices is difficult to measure in terms of impact on actual personnel policies and procedures. However, it is possible to document changes made in personnel manuals and documents currently in use at the colleges used in this study.

Eight colleges have been selected as a representative sampling of the twenty-eight community/junior colleges in the State of Florida for this study. These colleges have been identified in the section covering sources of information or assistance. The study should be worthwhile to the colleges selected and to others affected similarly in Florida and elsewhere.

At the beginning of 1975, college and university faculties had organized for collective bargaining purposes in approximately 250 campuses. The majority, about 60 percent of the campuses organized, were at two-year institutions, and almost 90 percent of these higher education collective bargaining agreements are in the public sector. The latter figure reflects legislation allowing faculty bargaining in such states as New York, New Jersey, Pennsylvania, Massachusetts, and Michigan. (Doherty:3219) As of January 1, 1975, the State of Florida joined the ranks of a growing number of states passing legislative mandates in the form of collective bargaining guidelines which authorize personnel in the public sector to organize and bargain collectively. Florida's action was contained in Committee Substitute House Bill 2028.

Further study of the growth of the collective bargaining movement in the two-year college sector of higher education in the period from 1966 to 1973 reveals an increase from two to 226 two-year institutions negotiating contracts under collective bargaining agreements. Of this total, 200 were two-year institutions in the public sector and only 24 in private two-year institutions. (Baruch College;1973:7)

In 1970, the trend was toward the organization of non-academic employees rather than faculty and supportive professional staff. (Wollett;1971:3) However, Robert E. Doherty, Director of the Institute of Public Employment, School of Industrial and Labor Relations, Cornell University, indicates the current trend may be changing toward the faculty and professional personnel embarking on collective bargaining more than non-academic personnel. (Doherty;1975:3219)

Definition of the issue leading to collective bargaining is uppermost in administrative circles when the topic of collective bargaining is discussed. A study was completed in 1968 by a Task Force on Faculty Representation and Academic Governance of the American Association of Higher Education, under the chairmanship of Professor Arnold Weber, former Assistant Secretary of Labor for Manpower, United States Department of Labor (hereinafter cited as AAHE Report). The Task Force studied 34 institutions, 28 publicly funded and six privately funded. Of the publicly funded institutions, 12 were junior colleges, seven were municipal or state colleges, seven were new universities, and two were established universities. The causes of faculty restiveness as they pertain to community/junior colleges were identified by Mr. Weber as follows: (Wollett, 1971:8-9)

> Junior college faculty are now seeking the college professor's traditional academic status and rights of participation in decision-making in respect to curriculum, promotions, and rules covering the discharge of professional duties.
>
> The process of "peer" evaluation is sometimes viewed by the large number of junior faculty members as a device by which elders control at the departmental level.
>
> In several junior colleges complete control of promotion decisions by the administration gave rise to allegations of favoritism.
>
> In several institutions the lack of office space and secretarial help caused many faculty members to complain that they found it difficult to carry out their immediate job requirements such as the preparation of teaching materials and consultation with students, let alone the participation in scholarly activities.

> Too often organization forms and procedures for faculty decisions are determined by statute or administrative fiat and are maintained by inertia and tradition.
>
> The causal factors that face the two-year institutions are unique; much of the faculty had prior teaching experiences in elementary and secondary schools and come indoctrinated with unionism or other organizational activity. In addition, there is the problem of status -- a desire to be treated with the same dignity and respect as is accorded to faculty colleagues in the four-year institutions.
>
> Lack of due process in regard to dismissal, demotion and promotion is an agitating factor. So are low salaries, poor working conditions, and denial of a voice in decision-making concerning curriculum and educational programs. This is particularly important among faculties of two-year institutions who have heard much about shared authority in higher education and feel that it should operate at their level.

This restiveness of community college faculty has been experienced in Florida. Faculty representative organizations (unions) have capitalized on this and coupled with pressures generally to allow state employees the right to organize and negotiate, CSHB 2028 has come into existance. The impact of this measure is now being realized. What is attempted here is a study to develop a procedure and a data base for the measurement and analysis of current and predetermined changes in personnel policies and procedures.

Hypothesis

The principal hypothesis of this research is that a research design can be devised to afford an analysis of major changes or pending changes in main areas of personnel policies and procedures manuals of

selected Florida public community/junior colleges as a result of Florida House Bill 2028. Secondly, that it can be documented that personnel policies are a prime concern area as measured by recent review and updating procedures that have been undertaken as administrators prepare for major changes which seem to be impending.

Significance of the Study

Discussions with administrators in community/junior colleges in Michigan, Virginia, and Florida revealed feelings that collective bargaining is for many a great unknown for which little can be done to prepare for the event in advance. One exception appears to be that of reviewing and comparing the current personnel policies and procedures of one college with those of other like institutions. Frequently, this is accomplished by the exchange of these documents between the various schools in the state and often times by visits and exchange of information and ideas with other states where collective bargaining has already been placed into operation.

The states of Michigan, New York, Pennsylvania, Massachusetts, and New Jersey have been likely candidates for exchanges because of the long history of faculty union efforts in those states. Accordingly, the administration of several community/junior colleges in Florida have embarked upon visits with each other, and in one instance, the state of Michigan was selected by one of the Florida community/junior colleges under study. This visit consisted of a three-day trip covering four community/junior colleges as well as two four-year institutions for the

purpose of discussing with the administration of these colleges collective bargaining and its impact on the operations as well as on the personnel policies and procedures of these institutions.

A practice emphasized as sound by the Michigan group of administrators was a review of current personnel policies and procedures to insure that they are up to date and reflect accurately what is authorized under the laws of the state as well as eliminating or revising those policies or procedures which need revision or elimination. In addition, they indicated a definite need on the part of each college to collect data on what other colleges of a similar type or group were doing with regard to personnel matters such as pay, fringe benefits, governance and especially grievance procedures. In furtherance of these views, administrators in Michigan referred to a study by the Michigan Community College Association of "Analysis of Faculty Contract Information at Public Community Colleges in Michigan 1969-1970," which has proven to be very valuable to them as a ready reference what is being done at the other community/junior colleges in Michigan. While it was noted that the study covered the period 1969-70 and was two-years-old at the time of the discussion, it was still considered by many administrators in Michigan community/junior colleges to be very useful in answering questions for members of boards or to administrative groups and collective bargaining negotiating teams. There is no past history of collective bargaining in the community/junior colleges in Florida; therefore, all of the information developed in this study will be based on a comparison of past history as compared with current data. This process will serve the following purposes:

1. Allow a comparison of what was in the documents obtained from the various colleges covering the academic year 1973/74 as compared with what is shown for 1974/75.

2. It will be possible to assess major personnel policies or procedures changes in relationship to the various provisions of CSHB 2028 with regards to specific areas, e.g., fringe benefits or employment practices.

3. It will be possible to compare the data developed in this study with data in the studies conducted in other states, such as:

   a. Michigan Community College Association. Analysis of Faculty Contract Information at Public Community Colleges in Michigan 1969-70.

   b. Lehigh County Community College. "Fourth Annual Survey: Salaries, Fringe Benefits and Selected Terms and Conditions of Employment in Pennsylvania Community Colleges, 1974-75."

   c. Massachusetts Board of Regional Community Colleges. "Collective Bargaining in Public Community Colleges--A Survey of Relevant Contract Provisions from 84 Professional Contracts Covering 120 Institutions."

4. By placing the data obtained in Florida community/junior colleges into tables which draw a comparison between the data for 1973/74 with that obtained covering 1974/75, it highlights any changes which occurred.

Background of the Problem

In view of some of the findings contained in the AAHE Report and the concern voiced by the administrators contacted, both in Michigan and Florida, it appears there is a need for information concerning the status and content of the policies and procedures of the community/junior colleges in Florida. This need is further reinforced by the study of CSHB 2028, passed by the Legislature in 1974 which became effective in Florida January 1, 1975. (Florida, CSHB 2028;1974:12-32) This bill makes it mandatory for those staffs and faculties of the community colleges and others in Florida, if they desire to do so (e.g., if the faculty approved a representative), to organize and to bargain collectively. The bill reads in part as follows: (Florida, CSHB 2028; 1974:12-14)

> Section 1, 447.03 Employee's right of self-organization. Employees shall have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

> 447.002 Definitions -- As used in this part: (2) "Public employer" or "employer" means the state, any county,...: provided further, that the board of trustees of a community college shall be deemed to be the public employer with respect to all employees of the community college.
>
> (14) "Collective Bargaining" means the performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the terms and conditions of employment, except that neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this part.

In Doherty's article, "Faculty Bargaining: The Issues and Some Alternatives," he indicated the concern of the boards and administrative groups over what constitutes the appropriate subject matter or scope of bargaining. He goes on to state, "Most state laws merely oblige the parties to negotiate over 'terms and conditions of employment.'" This broad and somewhat open-ended definition also appears in CSHB 2028. The point is made in Doherty's article that faculty unions, perhaps more than their counterparts in industry, favor an expansive interpretation of the phrase; college spokesmen prefer a more restricted interpretation. This impassee usually ends up in an organization such as the public employees relations commission ruling on whether the issue is appropriate for bargaining. (Doherty,1975:3220)

Administrators' reluctance to expand the subject matter of collective bargaining is not based entirely on a management rights posture, though it might be true in some. An equally important reason

may be found in the conflict between the duty to bargain provisions of the collective bargaining statute and other laws, rules and regulations.

Example of this is in the area of wages. The administration rules of the board, which frequently have the force of law, may require that all faculty salary adjustments shall be based on merit. Local by-laws established by board decisions or board policies, frequently issued as a part of the salary schedule, establish the procedure for raising the salary of faculty personnel whether it be by merit or not. Thus a union proposal to scrap merit principles and its accompanying procedures may run headlong into administrative rules which under the State of Florida Administrative Procedures Act (CSHB No. 892, 1974 Legislature), establishes very detailed procedures for amending, changing, or deleting any rule (policy/procedures) by any state agency. (Florida, CSHB 892;1974:223-244)

Summary and Statement of the Problem

In view of the information generated through talks with two-year college administrators in Michigan and further discussions with the administrative personnel of Brevard Community College and some of the community/junior colleges around the state of Florida, there appeared a need for a structured review of the personnel policies and procedures in effect today in the community/junior colleges. In order to meet this need, this study assessed the impact that the Florida Collective Bargaining Guidelines covered by CSHB 2028 has had on the personnel policies and procedures of eight community/junior colleges in the State

of Florida, during the period of July 1, 1974, through July 1, 1975. It documents some directions taken to date, points the way other colleges moving into negotiations may have to go, and the research is inherently a set of guidelines for preparation to meet collective bargaining guidelines.

Assumptions

1. That meaningful categories were made for the analysis of personnel policy documents which allowed the comparison of such documents when they originated at differend institutions.

2. That these categories lent themselves to meaningful and reliable analysis and interpretation.

3. That the documents accurately described actual practices as distinct from historical precedent or unwritten procedures.

4. That the local college authorities asked to review the tables flowing from data established on the basis of categorization have reflected accurate evaluations of both categories and data.

Definitions and Terms

Administrative Personnel. Are employees whose duties involve the following: Directing, scheduling or supervising other employees. Are involved in evaluating the employment or termination of other employees; are required to allocate, manage and schedule resources and facilities; serving in positions involving planning, development, and utilization of personnel, resources and facilities.

Agency Shop. A provision of a collective agreement stating that non-members of an organization employed in the bargaining unit must pay the employee organization a sum equal to employee organization fees or dues as a condition of continuing employment. The Agency Shop was designated as a compromise between the employee organization's desire to eliminate the "free rider" by means of compulsory membership, and management's desire to make employee organization membership voluntary.

Agenda. The finally agreed-upon list of requests (demands) and counter-requests that become the items for negotiation. Generally, once the agenda is agreed upon, no new items are added to the list.

Agreement, Collective Bargaining. Written contract between an employer and an employee organization, usually for a definite term, defining the conditions of employment (wages, hours, vacations, holidays, overtime payments, etc.), the rights of the employees and the employee organization, and the procedures to be followed in settling disputes or handling issues that arise during the term of the contract.

American Arbitration Association (AAA). A private, non-profit organization which supplies lists of arbitrators to parties. Most mediators in teacher negotiations come from "panels" sent out from AAA. AAA also conducts representation elections for determination of teacher negotiating units.

American Association of University Professors (AAUP). AAUP was originally organized as an occupational association and has been so for more than a half a century. AAUP's leading concern has been the protection of academic freedom, but is also interested in defining and protecting such "conditions of employment" as compensation, tenure, and the processing of grievances. AAUP has disclaimed the label "faculty union."

American Federation of Labor--Congress of Industrial Organizations (AFL-CIO). A federation of craft and industrial unions, as well as unions of mixed structure. Created in 1955 by the merger of the AFL and the CIO, the AFL-CIO is not in itself a bargaining agent. Its primary functions are education, lobbying, and aid to constituent unions in organizing.

American Federation of Teachers/AFT (AFL-CIO). The AFT favors the same sort of relationship between teachers and their boards of education as that which has been established for employees in the private sector. The AFT favors written agreements (collective bargaining) between boards of education and negotiating agents. These agreements should be legally binding. Regarding strikes, AFT's position is one of living with the terms of the agreement. However, work stoppages are morally justified under certain circumstances.

Arbitration. A method of settling disputes through recourse to an impartial third party whose decision is usually final and binding. Arbitration is resorted to in the interpretation of existing contract terms, but it is seldom used in settling disputes over the negotiation of the provisions of a new contract. Arbitration is voluntary when both parties, of their own volition, agree to submit a disputed issue to arbitration, and compulsory if required by law to prevent a work stoppage.

Association. An organizational affiliate of the National Education Association (NEA) having as its purpose the representation of teachers.

Authorization Card. A statement signed by an employee authorizing an organization to act as his representative in dealings with the employer, or authorizing the employer to deduct organization dues from his pay (checkoff).

Award. In employee-management arbitration, the final decision of an arbitrator (binding on both parties to the dispute unless the situation calls for advisory arbitration in which case the award is a recommendation).

Bargaining Unit. A group of employees (by job classifications) recognized by the employer, or designated by an agency, as appropriate for representation by an employee organization for purposes of collective bargaining.

Business Agent. A full-time union officer of a local union who handles grievances, helps enforce agreements, and performs other tasks in the day-to-day operation of a union.

Central Labor Council. An AFL-CIO organization formed by a group of local unions in a community or other geographical area, to further union interests and activities.

Certification. Formal designation, by a government agency, of the employee organization selected by the majority of the employees to act as exclusive bargaining agent for all employees in the unit.

Checkoff. A deduction of union or other employee organization dues, assessments, and initiation fees from the pay of all members by the employer. Since the passage of the Taft-Hartley Act in 1947, employee organizations members must give written permission for these sums to be deducted.

Collective Bargaining. A method of determining conditions of employment by negotiation between representatives of the employer and employee organizations. The resulting settlement is usually set forth in writing. (The National Labor Relations Act defines the process as "the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder and the execution of a written contract incorporating any agreement reached if requested by either party but such obligation does not compel either party to agree to a proposal or require the making of a concession.") The term collective bargaining is usually associated with AFT.

Collective Negotiations. This phrase is newly coined, combining part of the union phrase "collective bargaining" and the association phrase "professional negotiations."

Commission. See Public Employees Relations Commission (PERC).

Conciliation. Attempt by a third party to help in the settlement of disputes between employers and employees through interpretation, suggestion, and advice (all of which is not binding). In practice, conciliation is synonymous with mediation. A conciliator is a person who undertakes conciliation of a dispute.

Confidential Employees. These are persons who act in a confidential capacity to assist or aid managerial employees.

Consultants. Those called in by the negotiating parties to provide expert advice and opinion about some aspect of the subject(s) under negotiation.

Consumer Price Index. An index issued monthly by the Bureau of Labor Statistics which measures the average change in prices of goods and services purchased by urban wage earners and clerical-worker families. The CPI measures price changes only, describing shifts in the purchasing power of the consumer's dollar. It is often incorrectly referred to as a "cost of living index." (See Escalator Clause)

Continuing Contracts (Tenure). Are contracts issued to instructional personnel on the basis of having met certain educational standards as well as having completed a number of years of satisfactory service, e.g., in Florida the period is usually completion of three (3) years of satisfactory service before a continuing contract is awarded.

Contract. See Agreement.

Demands. Items proposed by the employees' organization for the negotiation with the employer prior to a new contract (agreement) period, often referred to as proposals, offers, stipulations, or issues. The term is also used for items presented by the employer.

Dues. The amount paid by employees to the employees' organization. Dues are used to support the program and activities of the organization. In the checkoff, the dues are withheld weekly or monthly. (See Checkoff)

Employee Organization. Means any labor organization, union association, fraternal order, occupational or professional society, or group, however organized or constituted, which represents or seeks to represent any public employee or group of public employees concerning any matters relating to their employment relationship with a public employer.

Escalator Clause. A collectively bargained contract clause ties wage rates to the cost of living during the period of an agreement. Wages fluctuate with the cost of living. Escalator clauses are designed to keep real wages reasonably stable during the term of the contract.

Exclusive Representative. The employee organization recognized by the employer as the only organization legally certified to represent all employees in collective bargaining in a bargaining unit.

Fact Finding. Process whereby the positions of labor and management in a particular dispute are reviewed by an impartial third party or panel in order to focus attention on the major issues and to resolve differences as to facts. The fact finder or fact-finding panel merely may report a determination of the facts on the theory that the facts are so clear that the parties will perceive a solution of their differences. More frequently, the finding of facts is coupled with recommendation for settlement. Where a recommendation is made, particularly if it is made public, it exerts pressure on the parties to accept the recommendation.

Federation. An organizational affiliate of the American Federation of Teachers having as its purpose the representation of teachers. (See AFT)

Free Riders. A derogatory term applied by unions to non-members within a recognized bargaining unit; the implication is that they obtain without personal cost the benefits of representation supported by dues-paying union members.

Fringe Benefits. Benefits and payments received by or credited to workers in addition to wages, often for non-working time. Examples are: sick leave, pensions, travel pay, vacation and holiday pay, and health insurance.

Good Faith Bargaining. A term used to describe the attitude and conduct of both parties in the negotiating process; both parties enter the negotiations with intent to reach an agreement that is generally satisfactory to both sides. This concept is difficult to define legally or to enforce; however, it implies that the parties honestly and sincerely attempt to reach an agreement.

Greivance. A statement of dissatisfaction, usually by an individual but sometimes by the union or management, concerning interpretation of a collective bargaining agreement or traditional work practices. In industry, the grievance machinery (i.e., the method of dealing with individual grievances) is nearly always spelled out in the union contract. If a grievance cannot be resolved "in-house" (where most of them are settled), it is usually finally decided by arbitration. (Many merit systems have grievance procedures in law or policy.)

Grievance Procedure. Typically a formal plan, specified in a collective agreement, which provides for the adjustment of grievances through discussions at progressively higher levels of authority in management and the employee organization sometimes culminating in arbitration, if necessary. Formal plans may also be found in companies and public agencies in which there is no organization to represent employees.

Impasse. Where there are irreconcilable differences in the parties' positions after exhaustive good-faith negotiations, the law recognizes the existence of an impasse. Some difficulty exists in drawing a line between an impasse reached by hard and steadfast bargaining and one resulting from an unlawful refusal to bargain.

Injunction. There are two types of injunctions: temporary restraining orders, issued for a limited time and prior to a complete hearing; permanent injunctions, issued after a full hearing, in force until such time as the conditions which rise to their issuance have been changed. The Norris-LaGuardia Act of 1932 greatly limited the use of injunctions, but their use has been reintroduced in certain situations by the Taft-Hartley Act of 1947; i.e., where the nation's health and welfare is imperiled, and where certain unfair labor practices are to be prevented.

Instructional Personnel. Are professional employees whose designated duties involve teaching, learning resources services, guidance or counseling.

Issue. An item for negotiation proposed by the employee organization or the employer. (See Demand)

Jurisdiction. Area of jobs, skills, occupations and industries within which a union organizes and engages in collective bargaining.

Jurisdictional Dispute. Conflict between two or more unions over the right of their members to perform certain types of work. The term may also refer to disagreement between rival unions over organizing or representing groups of workers.

Labor Dispute. This term is defined by the National Labor Relations Act as "any controversy concerning terms, tenure or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, or maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relations of employer and employee."

Labor Organization. A labor organization means "any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions by plants."

Landrum-Griffin Act. A federal statute, passed in 1959, designed to rid employee organizations of corruption and to ensure internal union democracy. It contains a "bill of rights" for union members, regulations concerning trusteeships, conditions to be observed in elections of employee organization officers, and a definition of the judiciary obligation of employee organization officers. The law also tightens the Taft-Hartley Act restrictions against secondary boycotts; outlaws certain types of picketing; gives state agencies jurisdiction over disputes the NLRB has declined to handle (no-man's land disputes); drops the non-communist affidavit provisions of the Taft-Hartley Act and substitutes a provision that the communists cannot hold union offices, and former communists must be out of the party for at least five years before holding office. Convicted felons are also barred from holding employee organization offices within five years after serving a prison term.

Maintenance of Membership. An arrangement providing that those who are members of the employee organization at the time the agreement is negotiated, or who voluntarily join it subsequently, must maintain their membership for the duration of the agreement as a condition of employment.

Management. Term applied to the employer and his representatives who are responsible for the administration and direction of an enterprise.

Management Prerogatives. The right or rights of management to maintain and operate the enterprise. Sometimes, these are spelled out by the contract; in other cases, management indicates that it has residual rights (i.e., all those not delegated away to the employee organization). These rights are often expressly reserved to management in the collective bargaining agreement and usually include the right to determine the products to be made, to schedule production, to determine the process of manufacture, etc. There is, however, no generally accepted definition of which rights should be non-negotiable. In recent years, many management groups have become concerned about the incursion of work rules and other union demands into this area. On the other hand, many union leaders feel they should be able to bargain on any issue which affects the wages, hours, and working conditions of their members.

Mediation. Effort by a third party to reconcile the parties in a labor dispute so that settlement can be reached. The mediator has no power to force a settlement. He merely interprets, suggests, and makes recommendations. "Mediation" is usually interchangeably with "Conciliation."

Meet and Confer Negotiations. Term for process of negotiating terms and conditions of employment intended to emphasize the differences between public and private employment conditions. Negotiations under "meet and confer" laws usually imply discussions leading to unilateral adoption of policy by legislative body rather than written contract, and take place with multiple employee representatives rather than an exclusive bargaining agent.

Merit Pay. Refers to pay increases granted on the basis of completion of a prescribed period of service during which period the employees' work achieved during this time must have been of an acceptable standard of performance as determined by criteria established in the institution covering the award of merit pay.

Merit System. A personnel system in which, ideally, comparative merit or achievement governs each individual's selection and progress in the service and in which the conditions and rewards of performance contribute to the competency and continuity of the service.

National Education Association (NEA). NEA's purpose has been to serve the professional interests of the public school personnel-administrators as well as teachers. NEA has resisted the idea of collective bargaining as being inconsistent with professional status and goals of teachers. Regarding the issue of strikes, it originally opposed the use of strikes; however, it now supports the use of strikes to settle educational issues.

National Labor Relations Act (N.L.R.A.). A federal act passed in 1935 covering virtually all private employers engaged in interstate commerce. This law was amended by Congress with passage of the Labor-Management Relations (Taft-Hartley) Act of 1947 and the Labor Management Reporting and Disclosure (Landrum-Griffin) Act of 1959. The Act is administered by the National Labor Relations Board, which has developed a comprehensive set of procedural rules for that purpose. (Most state and local labor laws have been closely patterned after the N.L.R.A. and the Board rules. Also, see Wagner Act.)

Professional Employee. As defined in the N.L.R.A., means "any employee engaged in work predominately intellectual and varied in character as opposed to routine mental, mechanical, or physical work; involving the consistent exercise of discretion and judgment in its performance; of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical processes."

Professional Sanctions. As used by professional education associations, sanctions mean censure, suspension, or expulsion of a member; severence of relationship with an affiliated association or other agency; the imposition of a deterrent against a board of education or other agency controlling the welfare of the schools; the mobilization of forces that

will enable the community to help the board or agency to fulfill its responsibility; or the application of one or more steps in the withholding of services.

Public Employees Relation Board/PERB (See PERC -- functions are similar). PERB is the designation given to a group performing functions similar to those found in the PERC; for example, in Pennsylvania it would be called the Pennsylvania Labor Relations Board (PLRB).

Public Employees Relations Commission (PERC). This commission was created and established in Florida within the department of commerce by the Florida Legislature in HB 2028, Florida's Collective Bargaining Guidelines. The powers and duties of the commission are: after public hearing adopt, promulgate, amend, or rescind such rules and regulations as it deems necessary regarding the qualifications of persons who may serve as mediators as well as establish procedures for resolving questions and controversies, concerning claims for recognition as the bargaining agent for a bargaining unit, determine or approve units appropriate for purposes of collective bargaining and investigate charges of engagement in prohibited practices, and charges of striking by public employees.

Recognition. Formal acknowledgment by the employer that a particular employee organization has the right to represent all employes which compare a designated bargaining unit.

State Board of Education Regulations (SBE Regulations). Are those regulations issued by the State Department of Education, Division of Community Colleges, State of Florida, Tallahassee, Florida, which are the guiding regulations of community/junior colleges in the state. These regulations were issued on the basis of Florida Statutes and constitute the implementing instructions and guidance for the operation and continuity of community/junior colleges in Florida.

Strike. A concerted stoppage of work by employees usually as the result of labor dispute, including a stoppage by reasons of the expiration of a collective bargaining agreement without a new agreement having been reached.

Supervisor. As defined in the N.L.R.A., means "any individual having authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances; or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not a merely routine or clerical nature, but requires the use of independent judgment."

Tenure. See Continuing Contract.

Union Organizer. Member of a staff or local or international union whose function is to recruit new members.

Wagner Act (National Labor Relations Act of 1935). Set forth as national policy that the workers shall have the right to organize and bargain with their employers through representatives of their own choosing. The Act goes further than simply protecting the rights of labor to organize. The Wagner Act provides the machinery whereby workers may indicate by secret ballot whether they want to be represented by which, if any, union. The Act also established certain unfair labor practices.

Wildcat Strike (Outlaw Strike). Occurs when a group of workers go on strike without the official consent of the officers of the union or in violation of the terms of the contract.

CHAPTER II

REVIEW OF THE LITERATURE AND STATEMENT OF RESEARCH QUESTION

Review of the Literature

The review of the literature was approached from the standpoint of seven major divisions:

1. Main issues which have been reflected in contracts in other states in the United States or other documents covering collective bargaining actions that have already been completed concerning community/junior colleges as well as other institutions of higher learning.
2. What is negotiable?
3. The bargaining unit.
4. Who could be excluded from the bargaining unit?
5. Academic Due Process/Grievance Procedures.
6. Governance.
7. Economic Issues.

Main Issues

The scope of items negotiated and the scope of the contract are not the same. Everything that is negotiated does not necessarily become a part of the agreement. Hence, faculty attitudes toward determining an appropriate scope of negotiations is a significant issue.

The American Association for Higher Education Report on academic governance noted five broad categories of issues which should be of legitimate concern of the faculty: (Mazzola,1972:47)

> 1. educational and administrative policies, i.e., shaping the policies by which the mission of the institution is defined and carried out;
>
> 2. personnel administration, encompassing promotion and tenure, appointments, course assignments, work schedules, work loads, the allocation of office space, secretarial help, and grievance procedures;
>
> 3. economic issues -- resource availability, resource allocation to major budgetary categories, distribution of funds for salaries and fringe benefits, and individual compensation;
>
> 4. public issues and the institutions;
>
> 5. procedures for faculty representation.

However, the fact that these have all been issues of legitimate concern to faculty members has not, a priori, made them negotiable issues for collective bargaining.

The identification of five main contract issues flowing from faculty concerns in higher education are stated by Wollett (1971:13-14):

> 1. Procedures for faculty representation. Faculty members are interested in the right to participate in the formulation of the organic law which defines the nature of their representation within the institution.
>
> 2. Educational policies. These include admissions standards, content of curriculum, degree requirements, grading standards, standards for academic freedom, standards for student conduct and discipline, and procedures for the appointment of department chairmen, deans and the president. Other issues of concern are program emphasis and other matters which go to the mission of the institution, such as the allocation of resources to research activities and governmental contracts.

3. Working conditions and the administration of personnel policies. This category encompasses appointments, promotion and tenure, course assignments, work schedules, work loads, individual salaries and compensation levels, allocation of office space, secretarial help, and procedures for handling complaints or grievances.

4. Aggregate economic issues. There are three types of such issues. The first reflects faculty stake in the extent to which the institution can attain its educational objectives and means that the faculty has an interest in the total resources available to the institution. The second goes to the allocation of available resources to major budgetary categories. The distribution of funds among faculty salaries, sabbaticals, new buildings, libraries, and athletic facilities has an obvious impact upon the nature of the institution's program and on faculty welfare. Finally, there is the allocation of the total amount set aside for salaries and fringe benefits to the various schools, deparments and ranks within the institution.

5. Public issues and the institution. The faculty may seek a role in shaping the institution's policies on public questions that have a direct and important effect on the operation of the institution. A prime example is the increasing attention that has been given to the proper relationship between agencies and institutions of higher education.

While it is true that the issues as seen from the union and college administrators' viewpoint may differ as to which issue is most or more important than the other, the important point is in the final review of the issues they generally end up in the five major groups outlined above.

What is Negotiable?

In view of the broad scope of the issues or faculty concerns indicated in the five broad categories above, the question is raised as to what is negotiable?

John Metzler, who was Associate Chairman, Department of Industrial Relations, Neward College of Engineering, Newark, New Jersey, at the time he attended the National School Boards Association Convention in 1969 and spoke on the question of "What is Negotiable?" indicated this is being settled every day in many school districts by negotiations.

> Some twenty states have attempted to define what is negotiable by laws providing for the rights to negotiate by teachers and other public employees. Such definition, however, is usually couched in words such as "terms and conditions of employment," or "hours, wages, and working conditions," or "all matters of mutual concern." (Metzler,1969)

In the State of Michigan, the following have been determined to be bargainable (negotiable) -- at least with respect to high schools and junior colleges. (Kerr,1971:41)

> Right of the union to appear on the school agenda; right of teachers to appeal discharge and demotion; right of teachers to evaluate curriculum; right to evaluate class schedules, size of class, selection of textbooks, selection of supplies, planning of facilities and special education; establishment of in-service training for teachers; establishment of self-sustaining summer programs; compensatory release time; right of collective bargaining agent to have a regular staff member visit schools to investigate teacher constitutions or teacher problems; vacations; holidays, school calendar; weight to be given to laboratory classes in comparison with regular classes in determining load; standards for employee promotions; wage increases; fringe benefits.
>
> In addition, N.L.R.B. decisions indicate the following are bargainable -- discharge of employees, seniority policy, working schedules, individual merit increases, pensions, insurance, Christmas bonuses, subcontracting, adoption of technological improvements, increases in cafeteria prices.

Thomas W. Hill, Cornelius P. Quinn, Bruce D. Wood in their Collective Bargaining Guide for School Administrators summed up the whole area when they indicated the following simple answer to the question of what can be negotiated -- "Everything can be negotiated." (Hill, Quinn, and Wood;1971:49)

Since everything appears to be negotiable and the full extent of items covering personnel policies and procedures to be used in negotiating agreements in the State of Florida are yet to be negotiated, items selected for further study and review were those personnel-related items which have in the past been problem items during negotiation sessions or which have been items resulting in problems during the administration of contracts which were negotiated.

The Bargaining Unit

One of the most important issues early in the collective bargaining process is the determination of an "appropriate" bargaining unit. Before a faculty and the governing board of a college may engage in collective bargaining under CSHB 2028, three things must take place:

> Florida Statute 447.009 Certification of employee organization. ...
>
> (3)(a)(1) Define the proposed bargaining unit and determine which public employees shall be qualified and entitled to vote at any election held by the commission;
>
> (3)(a)(2) Identify the public employer or employers for purposes of collective bargaining with the bargaining agent;
>
> (3)(a)(3) Order an election by secret ballot. (Florida,CSHB 2028:20)

> Florida Statute 446.002 Definitions. As used in this part:
>
> 447.002 (7) "Bargaining Unit" -- means either that unit determined by the commission (PERC), or that unit determined through local regulations promulgated pursuant to Section 447.022 Florida Statutes, or that unit determined by the public employer and the public employee organization and approved by the commission to be appropriate for the purposes of collective bargaining, provided however, that no bargaining unit shall be defined as appropriate which includes employees of two employers that are not departments or divisions of the State, a county, or municipality, or other political entity. (Florida, CSHB 2028:14)

The question of the appropriateness of various forms of unit composition in the negotiation process in higher education has been a thorny one. While the controversy seems to center around who are faculty and administrative personnel, how do you define faculty? Classroom teachers? All certified professional personnel? Who are administrative personnel? What is the status of deans and division chairmen? Do we include part-time faculty? The real heart of the question appears to be more basic, that of the structure and of the organization of teacher organizations. A review of the three national labor organizations involved in faculty bargaining does not offer any real solution to the question of the appropriate composition of the bargaining unit. For instance, one of the purported differences between the local National Educational Association (NEA) affiliates and those of the American Federation of Teachers (AFT, AFL-CIO) is the admission to membership of administrative and supervisory personnel. From some AFT documents, it would be assumed that administrative and supervisory personnel are specifically banned from membership in the AFT. Likewise,

it is assumed that all affiliates of the NEA are "all-inclusive," i.e., that they accept all professional personnel into membership. Both assumptions prove to be false when you read the constitution of the AFT; you find that: (Stinnett, Kleinman, and Ware; 1966:157-158)

> Article II, "Membership," of the Constitution of the American Federation of Teachers contained the following sections:
>
> Section 1. This organization shall consist of federations of public and private school teachers, or educational workers organized in conformity with the provisions of this constitution. Other school employees may be members of any local whose constitution so permits. (emphasis supplied)
>
> Section 2. The Executive Council may admit to membership organization of public school principals, assistants to principals, heads of departments or other supervising officers, except superintendents, provided that the existing local or locals shall recommend granting of a charter to those applying under this section.
>
> Section 3. Classroom teachers with supervisory authority may be admitted to membership by any local whose constitution so permits.
>
> Section 6. Locals which have been organized for at least one year may admit to membership principals or other supervisory officers, excepting superintendents, college deans, or college presidents.

From the above information, it can be seen that insofar as public elementary and secondary schools are concerned, the only personnel barred from membership in AFT locals by the national constitution are superintendents of schools. However, an article which appeared in the Chronicle of Higher Education, May 10, 1971, stated that the AFT has always been a "teachers only" organization. Administrators have not been permitted membership in the AFT. (Lozier and Mortimer,1974:33)

Similarly, the National Educational Association (NEA) places no restrictions upon local organizations seeking to affiliate. A 1960 study by the Research Division of NEA indicated that for the school year 1958-59, 13 percent of the samples of both city and county affiliates of the NEA were restricted to classroom-teacher-only membership. Recent history concerning NEA indicated that the association has grown more and more teacher-oriented. (Stinnett, Kleinmann, and Ware; 1966:159)

The American Association of University Professors (AAUP) has, for more than a half a century, been the only national professional association that continues to project itself as representing professors exclusively, without regard to academic disciplines or types of institutions with which they are identified. (Elam, Lieberman, and Ladskow;1967:173)

Who Could Be Excluded from Bargaining Unit?

The provisions of CSHB 2028 were written to cover all personnel employed under the state civil service system as well as personnel of county and local municipalities and school boards, and therefore, was very board in its definition. A review of State Board of Education (SBE) Regulations for the Operation of Florida's Community/Junior Colleges Chapter 6A-14, while somewhat more definite, still does not solve the question of what personnel would be appropriate to be included in the faculty bargaining unit. SBE Regulations 6A-14.41 Contracts for Instructional and Administrative Personnel reads as follows: (Florida, SBE Regulation 6A-14:188)

6A-14.41 Contracts for instructional and administrative personnel.

6A-14.41 (6) For the purpose of issuing contracts, the board shall classify personnel as either administrative or instructional and shall enter such classifications into the minutes of the board. The following definitions shall be used in determining these classifications:

6A-14.41 (6)(a) Administrative personnel are board employees whose designated duties involve the following:

6A-14.41 (6)(a)(1) Directing, scheduling, or supervising other board employees;

6A-14.41 (6)(a)(2) Evaluating and recommending the employment or termination of other board members;

6A-14.41 (6)(a)(3) Allocating, managing and scheduling resources and facilities;

6A-14.41 (6)(a)(4) Serving in positions involving planning, development and utilization of personnel, resources and facilities.

6A-14.41 (6)(b) Instructional personnel are board employees whose designated duties involve teaching, library and learning resources support services, guidance or counseling.

The problem of determining what is an appropriate bargaining unit is one that appears to be a problem for most newly organized faculty groups. The question of what is a "faculty member," while covered to some degree in SBE Regulations, is not really in fact clearly defined for the purposes of collective bargaining. For example, how should the academic deans and division chairmen be classified? A review of what has happened in other states only further increases the problem of defining what an appropriate bargaining unit would be when we find the amount of difference between colleges and bargaining units and unions

and teacher organizations concerning the question of whether the department chairmen should be included or not included within the proposed collective bargaining unit. A look at what has happened in other colleges in other states reflects the following:

Boyer, writing about the University of Delaware's initial agreement between its faculty and administration, dated May 9, 1973, indicated that while the American Association of University Professors (AAUP) was certified as the exclusive bargaining representative for all "regular members of the voting faculty," the principle issue in dispute prior, and subsequent, to the final conclusion of the agreement in 1973, was the issue of whether the department chairmen should be included as a part of the collective bargaining unit. (Boyer, 1974:49)

The University sought to exclude department chairmen on the basis that they are supervisors, whereas the AAUP contended that chairmen are essentially faculty whose exclusion would be contrary to a desirable collegial and academic atmosphere and would create a divisive relationship within the University.

At a hearing held in January 1972, before Delaware's Governor's Council on Labor, arguments were presented. The Council proposed the exclusion of department chairmen on the basis that they essentially act in a supervisory or managerial capacity. The AAUP submitted a brief which argued that the applicable Delaware statute made no provisions for the exclusion of chairmen and that chairmen do not perform managerial or supervisory functions at the University of Delaware. The department chairmen serve chiefly as a part of the teaching faculty. The AAUP contended they functioned "essentially as a conduit for the funneling

of information and as a liaison between the faculty and administration." (Boyer, 1974:49-50) Acknowledging the absence of Delaware case law on the subject, the AAUP brief cited the N.L.R.B. cases of Fordham University and the University of Detroit in which the N.L.R.B. ruled that the department chairmen are not supervisory employees and, therefore, are eligible for inclusion within the bargaining unit. Supporting decisions of various state labor relations boards were also cited. (Boyer, 1974:49-50)

In an article in the May 1971 issue of Business Week under the caption of "Education -- Unions Woo the College Faculties," it was indicated that decisions of the N.L.R.B. are opening the way for collective bargaining in private schools and in 1971, the latest decision of the board (N.L.R.B.) sorted out which professionals may join a union and which may not. The article went on to say that deans and division chairmen are management, and the professors are not and are free to join unions. (Business Week, 1971:69)

In 1973 the National Labor Relations Board made two important unit determinations; these were the Syracuse University decision of June 29, and the New York University decision of July 20. A review of these decisions indicates:

In the Syracuse University case the AAUP sought a unit of all full-time faculty including department chairmen. The University Administration, however, argued that chairmen were supervisors within the meaning of the N.L.R.A. and should be excluded. In the Board's (N.L.R.B.) review of the duties and functions assigned to the chairmen and the type of contract covering his employment with the university, it was found that: (Baruch College, 1973:3)

> The chairmen were appointed for indeterminate terms, determined need for new faculty, participated in recruitment, discussed salary, and made final recommendations on these matters. They also handled terminations of non-tenured faculty, after consultation with college officials, and sent letters of termination and appointment over their own signature.

On the basis of these and other reasons not stated, the Board excluded chairmen from the unit at Syracuse because they were supervisors.

In the New York University (NYU) decision, the chairmen were included in the faculty bargaining unit by the Board. This decision was based on the review of the position and a determination being made that the chairmen acted as "instruments of the faculty." The divergence between the Syracuse and NYU decisions follow the already-established Board (N.L.R.B.) practice of determining the status of chairmen on a case-by-case basis, depending on the facts of the individual situation. (Baruch College, 1973:4)

Wollett, in discussing supervisory personnel, stated that:

> The rule which is evolving excludes managerial personnel whose primary duties involve policy development from the direction of major programs, divisions, bureaus, installations or institutions.
>
> Although there may be statutory or factual variables which affect the disposition of close cases, first-line supervisors (generally deans and above) are usually excluded from the basic faculty unit. Department chairmen are borderline, however. They were included by New York's Public Employment Relations Board in both the State University of New York (SUNY) and the City University of New York (CUNY) cases and are covered in some community college contracts in New York, e.g., the Fulmont Association of College Educators Faculty Association and the Fulton-Montgomery Community College Board of Trustees. They are excluded, however, from the bargaining unit under the Hudson Valley Community College contract and the contract in the Orange County Community College, also in New York. (Wollett; 1971:11)

O'Grady conducted a study of selected Missouri and Illinois two-year colleges. His study had two main purposes: to ascertain the role exercised by departmental chairmen in selected small and larger two-year colleges; and to make a comparison between the roles of the chairmenship in selected small and large two-year colleges. In conducting this study, O'Grady interviewed 41 chairmen from the large colleges (1,200 or more students) and 30 were interviewed from the small colleges (fewer than 1,200 students). In presenting his conclusions, he grouped them into six categories as follows: (O'Grady, 1971:33-34)

> 1. Status of the Department Chairman's Role: Chairmen of large colleges averaged 18.4 hours per week in an average 54-hour week on duty and chairmen of small colleges averaged 5.3 hours per week in an average 45-hour week. More large college chairmen responded that their contracts contained salary, and released-time-from-teaching provisions in recognition of their administrative role. Nearly all of the large-college chairmen perceive their roles as becoming more administrative. Nearly half of the small-college chairmen said it would remain about the same or that they were undecided about its future.
>
> 2. Chairmen's Qualifications: An area of difference concerned the significance of administrative ability in relations to their own selection as chairmen. More of the large-college chairmen believed that their administrative ability was very important in selection for that post. Nearly half of the small-college chairmen responded either that it was of little or no importance.
>
> 3. Budget Administration: Nearly all large-college chairmen had responsibility for budget preparation and administration and control. There was no differences between the two groups of chairmen reference consultations with deans of instruction concerning budget changes and responsibility for departmental property control by departmental chairmen.

4. Personnel Administration: Nearly all of the large-college chairmen indicated that they had the responsibility for recruitment of faculty, screening of applicants, interviewing of applicants, evaluation of teaching, and recommendations for dismissals. Over half responded they had responsibility for selection of applications, initial salary placement, salary increase recommendations, advancement in academic rank, leave of absence, and sabbatical leaves. Slightly more than one-fourth recommended grants of tenure.

Less than half of the small-college chairmen had responsibility for recruitment of faculty, screening and interviewing of applicants, and recommending leaves of absence or sabbaticals. Over half of these chairmen were responsible for evaluation of faculty and recommending of dismissals. Less than one-fifth selected applicants, made initial salary placements, and recommended salary increases, advancements in rank, and grants of tenure.

5. Academic administration: Nearly all of the large-college chairmen were required to teach at least one class, were granted a reduced teaching assignment, determined courses and sections to be offered and time schedule of classes, assigned classrooms and faculty, were responsible for course review and revision, and new course development.

All small-college chairmen were required to teach at least one class. Nearly all chairmen determined courses and sections to be offered, assigned faculty, were responsible for course review and revision, and new course development. About one-half taught reduced loads and determined the time schedule of classes. Slightly over one-fourth assigned classrooms.

Over one-half of the large-college chairmen have teaching assignments of three or less sections while nearly all of the small-college chairmen teach four or more sections.

Over three-fourths of the large-college chairmen assign faculty to college committees and other departmental duties. The same proportion of small-college chairmen responded that they did not make assignments.

6. General Functions of the Chairmenship: Just over three-fourths of the large-college chairmen responded they have responsibility for non-academic personnel administration. Less than three-fourths of the small-college chairmen replied that they had this responsibility.

> Large-college departmental chairmen tend to be responsible more often in the following areas: determination of departmental objectives, regulations, course descriptions in the college catalog, and content of departmental publications and brochures.
>
> There were few differences between two groups of chairmen in the following areas: responsibility for maintaining personnel records on faculty and clerical staff, class lists, sponsoring departmental student groups, reporting student grades, and maintenance of grade books.

It might be worthwhile to consider the role of the division chairmen in the future, say 1980, as a possible indicator where this position would fall -- faculty or administrative. Past history of the role of the department chairmen in the area of higher education indicates that with very little change, the functions of the department chairmen have existed in its present form since about 1900. However, with the maturing of the community college movement and the assumption of an increasing greater role as a medium of change in the local community, all administrative roles seem to be subject to changes, particularly in regard to such things as curriculum change with more focus on general education and continuing education, and the preparation of the student for identifiable career of his choice. As an example, placement could become a major function to be performed by the division chairman and the student administrative services. Instruction in any subject may cut across discipline lines so that, for example, improvements of a student's skills in composition may well take place in his study of some subject such as history.

Kirchhoff viewed the role of the division chairmen in the community college in 1980 as one of the changes in what exists today; instead of being a representative of a particular discipline or sea of disciplines, the chairman would be the group leader of an instructional unit. Insofar as training is concerned, he could be selected from any discipline since the primary emphasis would be upon his development as a leader and as an administrator. (Kirchoff, 1971:10-11)

Lydia L. Alexander views the role of the division chairman in the community college in 1980 as that of an instructor. However, the majority of the chairman's time will be devoted to organizing and coordinating the work of his department and communicating its purpose and accomplishments to the administrating and the community. (Alexander, 1971:12)

It is easy to see how and why the N.L.R.B. ruled in 1971, in the case of Fordham University and the University of Detroit, that the department chairmen are not supervisory employees, and therefore, eligible for inclusion within the bargaining unit. Again in 1971, the N.L.R.B. ruled that deans and division chairmen are management and not free to join unions, and the professors are not management and now free to join unions. (Boyer, 1974:49-50)

In the final analysis, the determination of whether or not the department chairmen will or will not be included in faculty bargaining units in Florida will be determined at the time that collective bargaining occurs and may or may not be the same in all of the community/junior colleges in Florida. (Baruch College, 1973:1-2)

The states of Hawaii and Pennsylvania, in establishing their collective bargaining guidelines, were no more definitive than Florida in what is an appropriate bargaining unit. A review of these states' acts indicate the following: Hawaii -- An Act Relating to Collective Bargaining in Public Employment, we find that...

> Section 2, Definitions.
>
> (2) "Appropriate Bargaining Unit" means the unit designated to be appropriate for the purpose of collective bargaining pursuant to Section 6. (Negotiation Research Digest, "Hawaii", 1970:28)

Section 6 reads in part as follows:

> Section 6, Appropriate Bargaining Unit.
>
> (6)(a) All employees throughout the State within any of the following categories shall constitute an appropriate bargaining unit:
>
> (6)(a)(5) Teachers and other personnel of the department of education under the same salary schedule;
>
> (6)(a)(6) Educational offers and other personnel of the department of education under the same salary schedule;
>
> (6)(a)(7) Faculty of the University of Hawaii and the community college system;
>
> (6)(a)(8) Personnel of the University of Hawaii and the community college system; other than faculty. (Negotiation Research Digest, "Hawaii"; 1970:31)

Pennsylvania -- Public Employee Relations Act, Article VI, Representation, reads as follows:

> Section 604. Representation. The board shall be the public employer unit or a subdivision thereof. In determining the appropriateness of the unit, the board shall:

> (1) Take into consideration but shall not be limited to the following: (i) public employees must have an identifiable community of interest, and (ii) the effects of over fragmentization.
>
> (2) Not decide that any unit is appropriate if such unit included both professional and non-professional employees, unless a majority of such professional employees vote for inclusion in such unit.
>
> (4) Take into consideration that when the Commonwealth is the employer, it will be bargaining on a statewide basis unless issues involve working conditions peculiar to a given governmental employment locale. This section, however, shall not be deemed to prohibit multi-unit bargaining.
>
> (5) Not permit employees at the first level of supervision to be included with any other units of public employees but shall permit them to form their own separate homogenous units. In determining supervisory status, the board may take into consideration the extent to which supervisory and non-supervisory functions are performed. (Negotiation Research Digest, "Pennsylvania"; 1971:32-33)

In reviewing contracts negotiated between faculty organizations and colleges, it is found that the status of division chairmen, with regards to designation as faculty or administration for the purpose of placing them in or leaving them out of the bargaining unit, is no clearer than was found in the state laws and Federal N.L.R.B. rulings.

For example, in the Agreement between Board of Trustees of the Community College District of the County of Macomb, Michigan, and the Macomb County Community College Faculty Organization, dated January 8, 1973, the bargaining unit consisted of: full-time teachers, counselors, programmed learning center and teacher-coordinators in student co-op programs; but excluded administrators, deans, directors, head librarians,

coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, part-time teachers, national teaching fellows, administrative interns and all other employees. (Macomb Community College, 1973:1)

The Agreement 1971-1974, dated May 12, 1971, between Central Michigan University and the Central Michigan University District of Michigan Association of Higher Education (name changed to "Central Michigan University Faculty Association") established the bargaining unit to be as follows:

> Recognition.
>
> (a) All regular, full-time, full-salaried (10 or 12 months) Central Mighigan University Faculty who hold faculty rank and carry at least one-half load in teaching or research;
>
> (b) All regular, full-time, full-salaried (10 or 12 months) Central Michigan University professional librarians, coaches, counselors, and department chairmen;
>
> (c) Regular part-time faculty who hold faculty rank carrying at least two-thirds teaching load;
>
> EXCEPT graduate assistants, coordinators, visiting faculty, supervisors, confidential employees (as the term is used in labor relations), administrators, deans, associate deans, assistant deans, vice presidents, vice provosts, the provost, and the president. (Central Michigan University, 1970:3)

Agreement between Onondaga Community College, New York, and the American Federation of Teachers, Local 1845, covering the period 1972-1974 in Article IV, Federation Status, states:

> Section 4-1, Recognition. As the exclusive bargaining representative for all full-time members of the professional staff included in the following titles: Counselors, librarians, audio-visual specialists, instructors' assistants, lecturers, instructors, assistant professors, associate professors and professors. Excluded from the bargaining unit are members of the administration including the President, Vice President, Treasurer, Deans, and Registrar, as are all other employees of the college. (Onondata Community College, 1972:3)

The Two-Year Agreement between the Board of Junior College District No. 508, County of Cook, State of Illinois, and the Cook County College Teachers Union, Local 1600, AFT/AFL-CIO, Chicago, Illinois, 1969-1971, indicates:

> Article I, Union recognition and definitions.
>
> (a) The Board of Junior College District No. 508, recognizes the Cook County College Teachers Union as the exclusive bargaining representative for all full-time faculty members, except President, Deans, Vice Presidents, Assistant Deans, and employees of the central administration. (Illinois, Junior College District 508; 1969:5)

The Professional Staff Contract between Minnesota State Junior College Board and Minnesota Junior College Faculty Association, indicates:

> Article I, Recognition. The Employer recognizes the Association as the exclusive bargaining representative for all instructors, counselors, and librarians who work more than 14 hours per week and more than 100 work days per year; excluding presidents, deans, assistants to the president, assistant deans, administrative assistants, and all classified personnel. (Minnesota Junior College, 1973:1)

The Memorandum of Understanding Between the Board of Trustees and the Faculty of Belleville Area College, Illinois, District No. 252, 1972-1973, establishes as applicable:

> All persons who constitute the full-time faculty of Belleville Area College; instructors, librarians, counselors, supervisors and department chairmen, and coordinators. (Belleville Area College, 1972:1)

Agreement between Bergen Community College Faculty Association and Bergen Community College, New Jersey, Board of Trustees, July 1, 1971 - June 30, 1973:

> Article I, Bargaining Unit. Full-time faculty holding the rank of Professor, Associate Professor, Assistant Professor, or Instructor (and Library Associate, Professional Assistant and Technical Assistant pending PERC ruling) -- excluding the President, the Deans (all ranks), Department Chairmen, and the Director of Institutional Research, ... (Bergen Community College, 1971:1)

Agreement between Westchester Community College, New York, and Local 1460, United Federation of College Teachers, American Federation of Teachers, AFL-CIO, September 1, 1971 - August 31, 1973:

> Section 1. The Agreement.
>
> 1.2, Appropriate Unit: The appropriate employer-employee negotiating unit to which this agreement applies consists of all full-time and regular part-time professional staff employees but excluding the President, the Deans, the Assistant Deans of the Evening Division, the Registrar, the Director of Guidance, the Director of Business Affairs, the Director of the Computer Center, the Assistants to the President and all Division Chairmen. (Westchester Community College, 1971:1)

Agreement between Community College of Beaver County, Pennsylvania, and Community College of Beaver County Society of the Faculty (PSEA-NEA), 1 September 1972 - 31 August 1974:

> Section H. Bargaining Unit. The employee unit is comprised of faculty, counselors, librarians, coordinators and excluding all non-professional employees, supervisors, first-level supervisors and confidential employees as defined in the Act (Pennsylvania Public Employee Relations Act). (Community College of Beaver County, 1972:1)

Obviously, the question of what authority the division chairman has and whether or not to include him in the faculty bargaining unit is not settled. The Minnesota contract did away with chairmen by not treating the matter within the contract. In fact, it is difficult to generalize on just what authority a department chairman does have. However, some of the following factors should be considered in trying to establish his status as an administrator vs. designating him as faculty:

1. Does he have hiring responsibilities?
2. Can he recommend changes in faculty members' status (i.e., concerning promotions, appointments, tenure)?
3. Does he hire and supervise support personnel?
4. Does he direct faculty work?
5. What authority does he have concerning establishing the department budget?
6. What authority does he have concerning salary recommendations?

7. Does he receive compensation for his duties in addition to that received for teaching?
8. Is he listed as an administrator rather than a faculty member in the school catalog?
9. Does he have authority and power to discipline faculty or support personnel?

In summary, the manner and criteria by which a unit determination is made depends upon the particular circumstances and the character of the controlling employment relations act. While the N.L.R.B. has been exercising jurisdiction over the large private colleges and universities, public educational institutions, such as community colleges, state universities, and colleges, will be governed by state public employment relations acts. However, in all cases, experience of the N.L.R.B., decisions of state boards or commissions, statutory criteria in the controlling act or law and the particular circumstances will affect the unit determination in a given case. Private industrial labor relations experience and experience in the broader field of public employment relations will definitely influence unit determination in higher education. (McHugh, 1971:61)

Academic Due Process/Grievance Procedure

The fact that a contract has been negotiated and published as a written document for all to see is no reason for anyone, faculty or administrators, to sit back and expect the document to solve all problems. In fact, the new contractual agreement usually represents a compromise which can be used to maintain a tentative balance between two opposing

social forces. In order for the contract to really "work," it must be communicated to all personnel in the college -- administrators, faculty, supervisors, division chairmen and any others covered by the terms of the contract. These people must study and interpret the written contract with which they all must live and work. Mannix, after examining grievance procedures in 94 community colleges located in 11 states, stated that: "The grievance procedure has been described as the heart of the collective bargaining contract." (Mannix,1974:23)

Johnston and Stermer indicated that: (Johnston and Stermer, 1968:13)

> ...one of the two vitally important administrative tools which ultimately determine the success or failure of the written agreement or contract negotiated primarily to establish the terms and conditions of employment.

They defined grievance as:

> ...any real or imagined personal feeling of unfair treatment which an employee has concerning his employment relationship. This feeling does not have to be true or correct. It may be logically erroneous or based on incorrect data or information.

There appears to be considerable variance in definitions of "grievance." For example, Mannix, in his study of 94 college contracts, found the following in a New York State Contract:

> ...event or condition affecting welfare and/or terms and conditions of employment but not limited to any claimed violation, misinterpretation, missapplication or inequitable application of law, rules, by-laws, regulations, directions, orders, work rules, procedures, practices, or customs of the County and/or Board of Trustees and/or the Chief Executive Officer and/or the administration... (Mannix, 1974:26)

Two other grievance definitions in contracts are probably equally as broad without listing the various possible types of grievances specifically:

> ...any condition, action or lack of action on the part of District No. 16 which a faculty member(s) believes to be unjust -- or any other acts which an individual has cause to believe is detrimental to the welfare of the college and/or himself; ...
>
> Problems involving dissatisfaction, injustices, or grievances shall be referred to the Department Head or Chairman in Charge. (Mannix, 1974:26)

Hill, Quinn and Wood, in their Collective Bargaining Guide for School Administrators, indicated that one of the most critical sentences in the entire document (contract) is that which defines a grievance. The language differs from contract to contract, but generally it will read something like: "A grievance is an alleged violation, or misinterpretation, or misapplication of a specific article or section of the contract." (Hill, Quinn, and Wood; 1971:83)

A review of contracts negotiated with colleges does little to clarify the definition of "grievance." The Agreement between the Hillsborough Community College Florida District Board of Trustees and the Faculty Bargaining Council 1974-1975 states:

> Grievance Concept: Any claim by a Hillsborough Community College professional staff member or the Council that there has been a violation, misrepresentation or misapplication of any provisions of this Agreement, or any rule or regulation of the Board, may be processed as a grievance as hereinafter provided. ... (Hillsborough Community College, 1974:15)

Contract between the Ansonia, Connecticut, Board of Education and the Ansonia Federation of Teachers, AFT Local 1012 AFL-CIO, July 1, 1969, through June 30, 1970, states:

> A grievance shall mean a complaint by a professional staff member that (1) he has been treated unfairly or inequitably, or (2) there is a violation, misinterpretation, or misapplication of the provisions of this agreement or of established policy or practice, (3) or his health or safety is jeopardized by conditions which can be corrected by the employer. (Ansonia, 1970:4)

Agreement between the State of New York and the State University of New York Senate Professional Association (SPA-NEA), August 31, 1971, states:

> A greivance is any dispute between an employee or SPA and the State over terms and conditions of employment except those disputes to which Article XXXV (Termination for Cause) is applicable.
>
> The term grievance shall also be deemed to mean a claimed failure by the State to follow the procedural steps provided by Articles of the Policies relating to appointment or academic and professional employees or relating to promotion of academic and professional employees or relating to promotion of academic employees... (New York, 1971:5)

Agreement between the Government of the Virgin Islands and the St. Croix Federation of Teachers, Local 1826, AFT AFL-CIO, and the St. Thomas - St. John Federation of Teachers, Local 1825, AFT/AFL-CIO, 1969-71, states:

> A grievance shall be a complaint submitted by an employee or a group of employees having the same grievance in the bargaining unit (1) that there has been a violation or misinterpretation of any of the provisions of this agreement, or (2) that he has been treated unfairly or inequitably by a reason of any act or condition which is contrary to established policy or practice governing or affecting employees. (Virgin Islands, 1969:8)

Two Year Agreement between the Board of Junior College District No. 508, County of Cook and State of Illinois, and the Cook County College Teachers Union, Local 1600, AFT/AFL-CIO, March 10, 1969, states:

> Shall mean a complaint by a faculty member (1) that there has been as to him a violation, misinterpretation or inequitably application of any of the provisions of this Agreement, or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting faculty members. (Illinois, Junior College District 508, 1969:33)

Agreement between Central Michigan University and Central Mighigan University Faculty Association 1971-1974 is possibly one of the shortest definitions of what a grievance is; it reads: "A grievance is an alledged violation of this agreement." (Central Michigan University, 1970:7)

Mannix, in reviewing contract content in 94 two-year colleges, found that 94 percent of the contracts studied (86 contracts) contained a grievance procedure, while 74 percent (68 contracts) provided binding arbitration as a requirement in settling grievance. (Mannix, 1974:24)

Benewitz, in reviewing 24 contracts covering 54 institutions including some two-year colleges, found that 28 institutions (88 percent) had some form of grievance procedure, and 18 institutions (75 percent) had either binding or advisory arbitration as the final step. (Benewitz, and Nannix; 1974:62)

Review of the state laws or acts pertaining to collective bargaining and the grievance question indicates the following: Hawaii (Negotiation Research Digest "Hawaii"; 1970:33), in its Act relating to Collective Bargaining, states: "The agreement may contain a grievance procedure and an impasse procedure culminating in final and binding arbitration, and shall be valid and enforceable when entered into in accordance with provisions of the Act."

Pennsylvania, like Hawaii and Florida, requires the grievance question be the subject of the bargaining. The Pennsylvania Act, Section 903, reads in part: (Negotiation Research Digest, "Pennsylvania"; 1971:35)

> Arbitration of disputes or grievances arising out of the interpretation of the provisions of a collective bargaining agreement is mandatory. The procedure to be adopted is a proper subject of bargaining with the provision that the final step shall provide for a binding decision by an arbitrator.

Florida Statutes state:

> Florida Statute 447.011, Grievance Procedures. Each public employer and bargaining agent shall negotiate a grievance procedure to be used for the settlement of disputes between employer and employee, or group of employees, involving the interpretation or application of a collective bargaining agreement. Such grievance procedure shall have as its terminal

> step a final and binding disposition by an impartial neutral, mutually selected by the parties; provided, however, that an arbitrator or other neutral shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement. (Florida, CSHB 2028; 1974:22)

Benewitz and Mannix, in their study of grievance procedures in higher education contracts, indicate that a grievance procedure is a systematic way in which complaints of contract violations may be reviewed. Further such a procedure is the heart of the collective bargaining agreement. There is always the possibility that the terms of the contract may be open to such varied interpretations that there is a resultant large number of grievances which could lead to the possibility of strikes on the part of the employees. (Benewitz, and Mannix; 1974:23)

Kieta (1970:225) indicated that binding arbitration is the only really effective alternative to the strike. Florida does have, as a part of CSHB 2028, a requirement for the inclusion in grievance procedures negotiated, the following: "final and binding disposition by an impartial neutral, mutually selected by the parties, of an arbitrator." (Florida, CSHB 2028, 1974:22-23)

We may even develop a sense of "false" security because state laws may prohibit strikes. However, the facts are that there has been a growing tendency in recent years for strikes among public employees and teachers, in particular, to occur with increasing frequency. For example:

> March 19, 1970, the first major postal carriers strike took place and the postal workers union leaders called it a "wildcat" strike. (Florida, "Study Report of the Committee on Labor and Industry"; 1970:1)

> This strike action was taken in spite of the Wagner Act which makes it unlawful for any individual employed by the United States to participate in any strike; penalties for violation of this restriction are immediate discharge, forfeiture of civil-service status (if any), and ineligibility for re-employment for a period of three years, plus possible fines and even prison terms. (Stinnett, Kleinmann, and Ware: 1956:91)

There were only 15 strikes in 1958 in the public sector, while in 1970 there were 254. (Kassem, 1971:84) In Florida, during the sixties, there were 25 public employee strikes covering 31,353 employees with a total man-day loss of 418,263 days. With specific regard to teacher strikes in Florida, on February 19, 1968, Florida became the first state in the nation to experience a statewide teachers' strike when approximately 35,000 teachers stayed away from classes. The reasons indicated for the statewide strike were low salaries and inadequate financing of programs. This strike lasted three weeks ending with the voluntary return of the teachers to the classrooms. From all indications, the teachers did not consider the strike a success. (Florida, Study Report of the Committee on Labor and Industry:1970:15-17)

While teacher strikes are increasingly becoming a fact of life in our society, strikes have been, perhaps, the one aspect of collective bargaining most offensive to the opponents of faculty unionism. Lozier indicated:

> One study reveals that the belief by many California State College faculty that collective bargaining detracts from the professional status of the faculty is related to negative attitudes about the potential use of the strike. With guarantees against the strike, the report notes, many fewer faculty see an inconsistency between unionization and professionalism. Opponents of faculty unionization and the strike typically view the strike as a shift from professional commitment to competitive power plays. (Lozier, April 1974:42)

Sands stated:

> The usefullness of a strike as a bargaining weapon in higher education is also impaired by the fact that educators as a class are generally reluctant to do anything to intentionally interfere with or interrupt the educational process. This reluctance is a function of the professional self-image of members of the academic profession. (Sands, 1971:164)

Lozier (April 1974:42) tends to disagree with Sands and indicates that the attitude of faculty toward strikes has undergone a dramatic transition over the past ten years (1964-1974), and that this transition has paralleled the faculties growing involving in the collective bargaining process.

It is of interest to note that the first strike in the nation's community colleges occurred in 1966 at Henry Ford Community College, Michigan, and delayed the opening of school in September. (Coleman, 1972:56)

Kieta (1970:227) indicated that while virtually all of the recent public employee strikes have occurred outside the federal government, there is little evidence that its legal prohibition by state laws and severe penalties have been effective. He states:

> The recent experience in this country amply demonstrates that strike prohibitions are likely to have no effect if a union is in a position to organize an effective strike. Severe penalties against strikers merely aggravate the strike problem because the demand for amnesty for strikers either prolongs the strike or provides the basis for another strike. In the overwhelming majority of recent public employee strikes, penalties against strikers prescribed by law have not been invoked.

Recent action by the City of New York to study ways to improve the city's relationship with its employees, prepared by Raymond D. Horton, January 1, 1974, have resulted in proposed changes in the law with regards to the right to strike issue for the City of New York. There is indication that while this report focused on New York City's labor relations, the ideas presented are applicable to any state or local government involved in collective bargaining. The report continues to discuss the various groups of employees covered by the proposed changes to include teachers. However, there is some indication in the report that teachers are viewed somewhat different than the regular city employees. Their exact status has not been determined with regard to their classification as a group of employees whose strike could pose a threat to the public health and welfare of the community and would therefore be kept from strikes by use of a wider use of injunctions. (Public Personnel Administration, Report 17; 1975:2-3)

A review of the three large unions involved in faculty bargaining, AFT and NEA indicate somewhat similar views concerning the use of strikes as a tool of bargaining as well as settling grievances, and AAUP is still studying the problem. (Lozier, April 1974:43)

AFT -- There is some disagreement over the role the AFT has played in advocating use of the strike. Prior to 1963, when the AFT National Convention passed a resolution recognizing the right of locals to strike and urging support by the AFL-CIO, there had been no official AFT strike policy even though locals had been supported when they went on strike. (Lozier, April 1974:43) AFT literature such as, "A Practical But Almost Compleat Guide for the Striking College Teacher," which is

made available by the AFT National Organization to all AFT locals, makes it apparent that AFT supports the use of strikes. (American Federation of Teachers)

NEA -- Prior to 1967, NEA had limited its actions to the use of "professional sanctions." In 1967, the Board of Directors of the NEA issued the following statement: (Lozier, April 1974:42)

> The National Education Association recommends that every effort be made to avoid the strike as a procedure for the resolution of an impassee. NEA recognizes that under conditions of severe stress -- strikes have occurred and may occur in the future. In such instances the NEA will offer all of the services at its command to the affiliate concerned to help resolve the impasse.

Since 1967, the image of the NEA and its affiliates on the strike issue has changed drastically. Statewide and local sanctions and strikes have been used on numerous occasions. Local NEA associations have called strikes or "professional holidays" when agreement on employment conditions have not been reached. In other cases, they have refused to lead extra-curricular activities, or they have publicized unprofessional conditions in a school district as a means of enforcing their demands. In the eyes of some, NEA and most of its state and local affiliates are considered militant and determined organizations. (McLennan and Moskow, 1968:22)

Lozier and Motrimer stated that the NEA policy, by 1971, on the use of strikes in education had become quite definite. The new policy indicated: (Lozier and Mortimer, 1974:54)

> Although the Association prefers mediation, fact-finding, arbitration, and political action to resolve impasses: The association realizes that teachers may have no choice but to resort to withdrawal of services as the only means of attracting public attention to, and correcting conditions in situations (a) where conditions make it impossible for teachers to provide quality education, (b) where solutions have been proposed but have not been conscientiously explored, and (c) where solutions have been proposed but not consummated. The Association supports efforts by local and state associations to obtain repeal of state laws that prohibit withdrawal of services.

AAUP -- The American Association of University Professors has consistently fostered the principle that the most appropriate means for achieving sound administrative-faculty relationships is a system of shared authority and an awareness of the professional obligations of the faculty members. Lozier (April 1974:43) indicated that in 1968 this concept was reaffirmed in a statement on strikes. "In the AAUP statement, it was maintained that the principles of shared authority and professionalism generally rendered the strike as an inappropriate mechanism for conflict resolution." It should be noted that the same statement revealed the AAUP's attitude toward the strike had become more flexible.

If collective bargaining is somehow related to how the faculty perceives its situation, then grievance procedures which restrict arbitrators from considering matters of academic judgment, promotion, hiring, and the like, may need special study. The faculty will have an opinion about the fairness of whatever dispute settlement machinery exists on campus. Whether this view is accurate or not is not as

important as the fact that the faculty's perception of the situation will influence its approach to grievance machinery including the use of arbitration as well as strikes. It is still too early to determine the basis for definite prediction concerning faculty action regarding the grievance procedures, arbitration, and strike questions. However, as of February 1975, a review of 94 contracts conducted by Mannix (1974:30) of two-year colleges indicate that: "Thirty-eight of the 68 contracts with binding arbitration limit the arbitrator." Mannix (1974:30) further indicated that "...he suspects that many college administrators would prefer not to have matters of academic judgment submitted to arbitration." While many faculty members would agree to this viewpoint, at least initially, whether they will continue to agree to limit the scope of an arbitrator's review will probably depend on how well the faculties think the system is working.

What does the future hold with regards to strikes by teachers? Stinnett (1968:107) indicated that:

> We can be rather certain, however, that the threat of sanctions is now, and in the future will become more so, an effective device for curing teachers' grievances. The basic reason why this is so is exactly the same reason why sanctions cannot be a weapon of the teachers' unions, which must resort to the illegal strike. That reason is the broad comprehensive program of the professional associations in the areas that bear most effectively upon the enforcement: a program of professional certification, constantly refined to assure competence of those admitted to practice; a program of professional accreditation to assure highly-quality programs of teacher preparations;... .

Florida has placed some safeguards in CSHB 2028 regarding strikes; these are:

> Florida Statute 447.018, Strike prohibited. No employee or employee organization may participate in a strike against a public employer by instigating or supporting, in any manner, a strike. Any violation of this section shall subject the violator to penalties provided in this part. (Florida, CSHB 2028;1974:28)

Florida Statute 447.019 covers the penalties which may be imposed on both the bargaining agent, its officers and the rank and file members of the union in the event they strike against a public employer. Florida Statute 447.019, Violation of strike prohibition, penalties, reads in part: (CSHB 2028;1974:28-30)

> Florida Statute 447.019 (3) An employee organization found to be in contempt of court for violating an injunction against a strike shall be fined an amount deemed appropriate by the court. In determining the appropriate fine, the court shall objectively consider the extent of lost services and the particular nature and position of the employee group in violation. In no event shall the fine exceed five thousand dollars ($5,000). Each officer, agent or representative of an employee organization found to be in contempt of court for violating an injunction against a strike, shall be fined not less than fifty dollars ($50.00) nor more than one hundred dollars ($100.00) for each calendar day that the violation is in progress.

It should be noted that the above action may be taken based on a court injunction against those who appear to be in violation of Florida Statute 447.019. However, if the commission (PERC) determines an employee organization has actually violated Section 447.019, the commission may then:

> 447.019(6)(a)(2) Suspend or revoke the certification of the employee organization as the bargaining agent of such employee organization.
>
> 447.019(6)(a)(3) Revoke the privilege of checkoff of dues deduction and collection previously granted to said employee organization.
>
> 447.019(6)(a)(4) Fine the organization up to twenty thousand dollars ($20,000) for each calendar day of such violation or determine the approximate cost to the public due to each calendar day of the strike and fine the organization an amount equal to such cost, notwithstanding the fact that the fine may exceed twenty thousand dollars ($20,000) for each such calendar day ...
>
> 447.019(6)(b) An organization determined to be in violation of Section 447.018, Florida Statutes, shall not be certified until one (1) year from the date of final payment of any fine against it. (Florida, CSHB 2028;1974:30)

The commission (PERC) also has authority to order the termination of an employee who supports a strike and invoke other actions against these individuals, such as:

> 1. Withdrawal of tenure and placing the individual on probation for a period of six (6) months. During this period the faculty member may be discharged only upon a showing of just cause.
>
> 2. The employee's pay during the six months' probation may not exceed the amount they were receiving immediately prior to the time of the violation. In the case of personnel on annual contracts, this could act to delay pay increases for as much as eighteen months if they started their probation period during February or March, and their normal contract period started in either July or August. The reason for this is the restriction included in Florida Statute 447.019 (5)(c), which reads as follows: The compensation of the person may not be increased until after the expiration of one (1) year from such appointment or reappointment, employment or reemployment. (Florida, CSHB 2028;1974:30)

The fact that Florida has a no-strike provision in its collective bargaining guidelines is not the real problem, the problem is one of the enforcement of the law for without real enforcement on the part of the administration and the state, the law has no effect. Past history in other states reflects a reluctance to followup with legal action against either the faculty member or the union once the strike has been settled. This has been true at the national level, e.g., the postal strike in New York in 1970; there is no indication that any real action was taken against the postal workers that went out on strike. George Meany, President of the AFL-CIO, indicated he was not worried about the effect of anti-strike legislation. He concluded that such legislations have been notably unsuccessful. (Public Personnel Administration, Report Bulletin 8; 1974:2)

Governance

There have been some indications, from past history covering collective bargaining agreements that have been negotiated, that there is a tendency to assume, once the agreement has been completed and signed, there is little to do but just administer it. In fact, there is faculty bargaining going on during the entire life of the contract. Contract implementation, like collective bargaining, is a two-party process. Though unlike bargaining, it is a process in which two parties can never be in an adversary relationship. A collective bargaining agreement is a bipartisan contract both in creation and implementation, and both parties can be held accountable for implementation and enforcing its provisions. (Orze, 1974:15)

There have also been some indications that collective bargaining has had an effect on faculty-administrator relationships. Some of the effect is summed up as follows:

> ...has had several implications for colleges and universities -- it has affected salaries, decision-making procedures, and faculty-administrator relationships. In order to administer the contract, administrators have had to assume new responsibilities; and there has been some evidence that collective bargaining has had a financial impact on institutions. (Coe, 1973:6)

A study of collective bargaining in thirteen Michigan community colleges indicates:

> 1. Tended to polarize faculty and administrators, but the nature of this polarization was dependent upon the personalities involved;
>
> 2. Reduced administrative flexibility and standardized the treatment of faculty members;
>
> 3. Created communication problems, but these have varied among colleges. There was a relationship between the amount of formal and informal communications which occurred and the degree of trust and respect which was present in the relationship. (Coe, 1973:8)

There were further implications for administrators in two-year institutions; these were:

> ...governing board members were required to become better informed about the institution and more aware of faculty problems and needs. Job satisfaction was reduced for some presidents, and they were "forced to go by the contract" to a greater extent, and some have shared their decision-making responsibilities to a greater degree with faculty. (Coe, 1973:8-9)

In some institutions, deans have reported they have lost both identity and authority and were concerned about a decline in faculty professionalism due to having to comply with a collective bargaining contract. (Coe, 1973:9)

At City University of New York (CUNY), it was necessary to assign a high-level person at each college to be responsible for the administration of the contract and to work with the faculty on labor relation problems. A five-session course on the administration of grievance procedures was developed by the University for individuals responsible for the administration of the contract. Administrators at CUNY soon found that it was necessary to develop specialized workshops to assist administrators, such as division chairmen, who needed additional information and to assist them in contract interpretation. (Coe, 1973:9)

Two contracts negotiated in 1969 by CUNY had almost nothing to say about the University's governance system, which is either described in the by-laws or is continuing to take shape through decisions arrived at by administrators and faculty members under the supervision of the University's governing board. It should be noted that both contracts contained provisions to the effect that all rights and arrangements under the by-laws which "are not in conflict with the Agreement" remained operative. The attempt to establish a workable relationship between the by-laws and the two contracts left unresolved a large number of matters that promptly became subjects of controversy at CUNY between the bargaining agents and the University Administrators and Trustees. For example, policies, with respect to the appointment and removal of department chairmen and the granting of tenure to faculty

members, were not covered by the contracts. Such issues have been of concern to faculty bargaining agents at other institutions and often have been included as a part of the agreements negotiated." (Carr and VanEyck, 1973:203)

With the involvement of the negotiation agent in the decision-making process, the college senate's role is somewhat obscure. Carr and VanEyck (1973:135) indicate that: "There has been considerable debate about the legality and desirability of a faculty senate doubling as an instrument of university governance and collective bargaining agent." While there could be developed a strong argument in favor of such an arrangement, there is a legal question whether a faculty senate, in which administrators at the management level (deans, and the like) have been voting members or which is supported financially by the institution, can qualify as a bargaining agent. Would a senate thereby fall within the prohibition against "company unions" under the unfair labor practices provisions of labor laws?

The role of the faculty in a collective bargaining action is not clear and in some cases complicated. Dressel and Faricy (1972:100) stated that: "It is clear that one of the fundamental tensions between faculty and the managers of the educational enterprise springs from the dual role occupied by faculty as members of a profession and as employees." Younger faculty members do not always see their role as professionals first; more often they regard the appeal to professionalism as ritualistic, while some faculty members who support collective bargaining see it as a way to maintain professional ideals that are being corrupted, distorted, and enfeebled. Nowhere is the conflict between professionalism and

collective bargaining more clearly drawn than in the question of strike. As was indicated before, AFT and NEA both support strikes while AAUP still basically objects to strikes; however, AAUP appears to be weakening on this issue. There are people who believe that faculty organizations for collective bargaining will put an end to faculty self-government. Management and accountability consequent to an agreement will reduce faculty autonomy in most critical decision areas. Representational bodies like faculty senates will have a difficult time holding on to any of their present powers. The American Association of Higher Education Task Force Report, "Faculty Participation in Academic Governance" (1967), suggests that, "relationships between the faculty and academic administrators should be, to the greatest feasible extent, collegial rather than hierarchical." (Dressel and Baricy, 1972:101)

Stevens (1971:14-15) indicates that, "Collective-bargaining representation implies a division of the faculty into parties or interest groups." These interest groups among the faculty are those who compete for the role of certified representative, almost necessarily identify themselves with some organization or other, inside or outside of the institution. This kind of in-house politicization, as it were, is not an optimal format for achieving representation in academic decision-making process. It is in part due to concerns on this area that some faculty members engaged in collective bargaining want to take many academic questions "out of the bargaining unit," as it were, and hand them over to the faculty as whole. Stevens (1971:15) states: "With collective bargaining, it seems to me that the 'party' approach

virtually is thrust upon the faculty." In regards to certain kinds of academic decisions, the possibility exists that through conventional collective bargaining process there may be a tendency to develop the wrong kind of power into outcomes, and/or to give away too much power -- by virtue of the negotiation format. There is moreover the belief that resort to collective bargaining will tend to shift the emphasis in the tactic-mix (power) in an undesirable way towards coercion, as compared with the academic-senate form more apt to emphasize persuasion and rationalization, e.g., heretofore there may have been an item which was regarded as "non-negotiable" (awarding of tenure or selection of new faculty) has now become negotiable.

Stevens (1971:15-16) indicates that: "Various observers have suggested that a loss of faculty power and an attenuation of the faculty role in academic decision-making may be one of the undesirable consequences of academic collective bargaining." This view may be supported if we were to consider an unrealistic assumption that the policy (college policies and procedures) slate was wiped clean, with the network of established practices (e.g., tenure, sabbatical, academic freedom, periodic evaluations, salary determination or basis) being abolished, and new working conditions being negotiated through the machinery.

The basic question which remains unanswered is: Will collective bargaining provide a unifying effect to the institution, or will it destroy the community atmosphere? Coleman (1972:7) stated: "If the basis of collective bargaining is adversary, it is likely that the impact of the negotiation process will spill over into the normal operations of the academic community." He goes on to discuss what

happened at Boston College where the agent (union) instructed members of the faculty to refrain from providing information to the administration which would contribute to any decision on merit salary, promotion, tenure, or retention during the negotiation period. Yet, at another institution in Illinois, the faculty asked students to support their demands and used coercive tactics in an attempt to obtain support. (Coleman, 1972: 7-8)

Kerr (1971:50-51) observed that he viewed life under a faculty collective bargaining agreement as follows:

> 1. Traditional academic personnel decision models and systems will be challenged by the existence and goals of a faculty union. This is not necessarily so, but will require a disciplined understanding of their appropriate jurisdiction on the part of the union if it is not to occur.
>
> 2. A university must develop a philosophy of compensation which is consistent with its priority judgments on the need for excellence in its faculty. There will be pressures through collective bargaining which argue against the maintenance and/or implementation of such priority judgments.
>
> 3. A faculty union which is administered on a local basis will, in its early life, be deliberative and open for discussion. It will not be "disciplined" in the manner of industrial unions. This characteristic will cause some difficulties, but these are far outweighed by the advantage of dealing with individuals who by training and academic experience have come to desire honor debate and discussion.
>
> 4. The collective bargaining process will sharpen the concept of "management" on the part of the various levels of university academic administrators.
>
> 5. Communications weaknesses will become apparent on the part of both parties. The university will discover that it must maintain and encourage a process of full understanding of its decisions and actions. The faculty association will provide an important link in this communication process. There must be a willingness -- in fact -- an effort to have such a relationship.

6. Both parties must work together to develop an uderstanding of the appropriate limits and responsibilities of collective bargaining in the facluty environment.

The responsibility to negotiate in good faith must be recognized and pursued. Equally important is the responsibility to acknowledge that certain area and decision-making processes are not well-served by collective bargaining.

Economic Issues

Economic issues are related to the areas of salary and fringe benefits. Within these two major headings, we find many sub-areas such as:

1. Salary (wages, pay).
   a. Merit compensation.
   b. Overtime compensation (overload compensation).
   c. Longevity pay (annual step increases).
   d. Cost of living increases.
2. Fringe benefits (includes those which the college pays for and those which are made available to the employee at cost or reduced basis).
   a. Retirement plans.
      (1) Federal social security.
      (2) State retirement plans.
   b. Group life insurance plans.
   c. Health insurance.
   d. Disability income plans.
   e. Accident insurance.

f. Dental insurance.

g. Leave with and without pay.

h. Travel allowance (within and out-of-state).

i. Tuition or fee waivers for courses taken at the college (employee and/or dependents).

j. Discounts at the college book store.

k. Free parking for employees.

l. Tax-sheltered annuity program.

The total cost of higher education has been increasing at about 12.5 percent per year for the last few years (Dukiet, 1973:12). The cost of salaries and fringe benefits have been estimated at somewhere between 68 percent to 80 percent of the total cost of operating a given college. The actual amount is determined to a large extent by the amount of free fringe benefits offered. In an informal study conducted at one community college in Florida, it was determined that the cost for salaries was about 71 percent of the total budget for school year 1974-75. Approximately 25 to 40 percent of the remaining budget (29 percent) could be related to fringe benefit cost such as retirement, Federal (social security) and state programs, life insurance, hospital insurance, dental insurance, sabbatical leave, travel allowance and other forms of benefits offered by the college to full-time faculty and other personnel. (Brevard Community College, 1974:interview with controller)

A study conducted covering college and university expenditures in the United States for 1972-73 indicated the following: (Dukiet,1973: 15)

	Total Expenditures (000,000)		
	All Schools	Two-Year Schools	Four-Year Schools
Total Current Expenditures	$27,711	$3,926	$23,749
Instructional Expense	11,013	2,069	8,944
Instructional Salaries	9,155	1,724	7,431

The above data indicates that of the total current expenditures and the instructional expenses as related to salaries is the following percent:

	All Schools	Two-Year Schools	Four-Year Schools
Instructional salaries is % of total current expenditures	33%	52%	37%
Instructional salaries is % of total instructional expenses	83%	83%	83%

Mensel (1972:Federal Report) indicated that:

> ...In the battle to hold its ground in the beleaguered federal budget, education faces a stiffer test in 1972, on the appropriations bill for fiscal year 1973, than it has in any year since the Nixon Administration took office.

In Florida in 1974, the funding for the community colleges for school year 1974-75 was also in trouble. For example: "The final amount of money appropriated to community colleges was $146,012,011," which represented 93.6 percent of the full funding needed. (Florida Association of Community Colleges, "Legislative Hotline," June 4, 1974) In 1975, the funding is even more critical due to the reduced funds available to the State of Florida for distribution to education and community colleges in general. The total amount needed to operate the 28 community colleges in Florida for school year 1975-76 was established by the Community College Division, State Department of Education, at $183 million; the amount that has been recommended by the Florida Senate Ways and Means Committee was $143,959,333. The sum is less than that which was given to the 28 community colleges in Florida to operate the school year 1974-75. (Florida Association of Community Colleges, "Legislative Hotline," April 11, 1975)

The impact of such a cut in state-supported spending for the community colleges will have a definite and possible drastic impact on the ability of any one college to offer or negotiate pay or fringe benefit increases without a possible concurrent reduction in personnel. Furthermore, there is a provision in CSHB 2028 for such event during collective bargaining as follows: (Florida, CSHB 2023; 1974:21-22)

> Florida Statute 447.010. Collective Bargaining; approval or rejection.
>
> 447.010 (2) Upon execution of the collective bargaining agreement, the chief executive shall, in his annual budget request or by other appropriate means, request the legislative body to appropriate such amounts as shall be sufficient to fund the provisions of the collective bargaining agreement.

> If less than the requested amount is appropriated, the collective bargaining agreement shall be administered by the chief executive officer on the basis of the amounts appropriated by the legislative body. The failure of the legislative tody to appropriate funds sufficient to fund the collective bargaining agreement shall not constitute nor be evidence of any unfair labor practice.

Glenny (1975:6) indicated that:

> The study of state budgeting practices on which a team from the Berkeley Center has just completed field interviewing of officials in 17 states indicates quite clearly that state revenues will be down substantially this year and next, and that higher education budgets are the most vulnerable to reduction among the major state services.

With this background analysis of what the future seems to hold for higher education, a look at past practices and contracts negotiated will offer some indication regarding future trends in negotiations regarding the issues of salary and fringe benefits.

Onondaga Community College, New York, and the Onondaga Community College Federation of Teachers (AFT/AFL-CIO) has negotiated a three-year contract that has a 5.5 percent salary increase plus a five percent automatic increase each year of the contract. (Public Personnel Administration, Report Bulletin 14; 1975:7)

Shasta College, California, Board of Trustees negotiated with the Teachers Association, retroactive to July 1, 1974, a 2.31 percent salary increase. Skagit Valey College, Washington, Board of Trustees negotiated with the Education Association a 6.7 percent salary increase which was retroactive to September 1974. (Public Personnel Administration, Report Bulletin 12; 1975:8)

San Mateo, California, Community College District and Cafeteria maintenance workers negotiated a 9.27 percent wage and benefit increase. Waukesha County, Wisconsin, Technical Institute and local 2491, AFSCME negotiated a two-year contract retroactive to July 1, 1974, which had a $45 weekly increase or 8.5 percent wage increase, whichever is greater; two percent to be effective January 1, 1975; 8.5 percent wage increase effective July 1, 1975, with another two percent increase effective July 1, 1976. (Public Personnel Administration, Report Bulletin 10; 1974:7)

Foothill and DeAnza, California, Community College District and facilities workers negotiated a contract that called for a 9.5 percent across-the-board salary increase. Hofstra, New York, University and the maintenance workers negotiated a three-year agreement with weekly salary increases of $15 the first year and $14 for each of the two following years, plus extra holiday, and improved hospitalization plan. (Public Personnel Administration, Report Bulletin 8; 1974:9)

Ocean City, New Jersey, College and the faculty organization negotiated a 7.7 percent hourly wage increase. A review of teacher salaries in New York in 1974 conducted by New York Public Employment Relations Board (PERB) indicated that: "Teachers are receiving an average of $777 more than last year (1973), or 7.1 percent exclusive of increments. Upstate New York teachers averaged $711 (7.0 percent) while downstate increases averaged $1,025 (7.2 percent). (Public Personnel Administration, Report Bulletin 7; 1974:9)

In reviewing arbitration awards to grievances submitted by teachers concerning such areas as salary or fringe benefits, it was found that:

> Under a first collective bargaining agreement, no mention was made of a differential which had been traditionally received by special education teachers. When the board refused to pay the teachers the extra money, they grieved. The arbitrator found the contract said all teachers would be put on the agreed upon salary scale. Since the agreement nullified any prior board policy, the board didn't have to pay the differencial. (Public Personnel Administration, 1974:8371)

> A teacher was granted a sabbatical leave; she asked the board to continue to pay her Blue Cross premiums. The board refused, claiming the contract did not provide the fringe benefits to teachers on sabbatical. The union grieved, claiming the contract provided that teachers on sabbatical have the same rights and status as though they had taught during the academic year. The arbitrator agreed with the union. The board had to pay the premiums. (Public Personnel Administration, 1974:8473)

> An employee was granted a military leave as was authorized under the contract with a provision that certain procedural requirements be met. The employee did not follow the written procedure and due to his failure to do so was not allowed reinstatement on the completion of his military duty. This decision was later overturned by a higher department and the city complied with the reinstatement order but refused back pay for the time lost. The arbitrator ruled the employer has an obligation to advise the employee of proper procedure in making application for a leave of absence and since it did not the employee was entitled to back pay. (Public Personnel Administration, 1974:8474)

It can be seen that in the area of salary and fringe benefits, there is a need for careful preparation of the wording that is included in any contract. In most instances where the case was submitted for review and determination by an arbitrator, the case was resolved on the basis of the wording of the contract and often in the favor of the employee at the expense of the college when the contract language clearly defined the action to be taken. In many cases the arbitrator will still rule for the employee when contract language leaves the case open to interpretation. In most of these cases, the arbitrator will turn to the employer's past practices as a means for settling questions not answered. (Public Personnel Administration, 1974)

The past history of benefit (fringe) plans in junior colleges in the United States indicates a steady increase of these benefit plans. An American Association of Junior Colleges study which was completed in 1971 covered 893 two-year colleges with the following benefit plans: (King, Junior College Journal; 1971:10)

1. Retirement plans.
2. Social security.
3. Group life insurance.
4. Health insurance.
5. Short-term disability income plan.
6. Long-term disability income provisions.
   a. Group insurance plan.
   b. Part of public retirement system.

Reference retirement plans, the following was found: (King, Junior College Journal;1971:10)

> In 1960, the great majority of junior colleges, both public and private, reported retirement plans. Among public junior colleges in 1960, 97.3 percent of 183 responding public institutions reported a retirement plan,... . In 1970, there were 99.3 percent of 712 responding public junior colleges... reported a retirement plan for faculty and administration.

Retirement plans of some type in 1970 were in effect in 99.3 percent of the public junior colleges. In 1973, of the public junior colleges reporting they had a retirement plan for their employees, it was indicated that 74 public junior colleges made provisions to contribute to the system. In 53 plans in which the employee's contributions is a percentage of full salary, the range of employee contribution rates is from three percent to eight percent of salary; four, five, or six percent is the most frequently stated. (King, Junior College Journal;1971:12)

In Florida since January 1, 1975, those employees enrolled in the Florida Retirement System have the entire cost (four percent formerly paid by the employee, plus five percent paid by the college, or a total of nine percent) is now paid by the college. (Florida, CSHB 3909;1974: 118) However, there are other personnel in Florida who are not members of the Florida Retirement System (in the community/junior colleges) who are members of the Teachers Retirement System who must pay a portion of the retirement cost (6.25 percent of their gross salary) with the college paying 6.25 percent of the employee's gross salary as a matching amount. Therefore, as the employee's salary increases each year, so does the cost of the retirement increase for both the employee and the college. This applies to both the Florida Retirement System as well as the Teachers Retirement System since both systems are based on contributions of a fixed percent of gross pay. (Florida, Department of Administration;1972:1)

Social Security plans were in effect in 71.6 percent of the public junior colleges covered in the study. States in which groups of public employees, including educators, are not covered by Social Security are Maine, Massachusetts, Ohio, Illinois, Louisiana, Nevada, and Colorado.

Some of the public retirement systems whose members are not covered by Social Security have attempted to provide roughly equivalent survivor, disability, and retirement benefits. (King, Junior College Journal; 1971:11-14)

Health Insurance next to retirement plans, the most frequently reported benefit plan in both 1960 and 1970, were group health insurance plans.

> In 1960, 92 percent of the public junior colleges reported a health insurance plan... . In 1970, a health insurance plan (basic hospital-surgical-medical and/or major medical) was reported by 97.8 percent of the public institutions... . (King, Junior College Journal; 1971:2)

Group life insurance plans made a substantial rise between 1960 and 1970. As an example, "Among public junior colleges, 27 percent reported life insurance plans in 1960; in 1970, 73.5 percent reported a plan." (King, Junior College Journal; 1971:10)

Short-term disability income plans covering protection against loss of earned income during relatively short periods of absence due to sickness or injury (from one day through as long as six months or more) is now provided by most junior colleges. The questions as to whether or not the college paid or the employee paid for the plan are not clear from the study. The comparison between 1960 and 1970 indicated that:

> In 1960, formal sick-pay plans were reported by 50 percent of public junior colleges while in 1970, 95 percent of public junior colleges reported one or more types of short-term income plans. (King, Junior College Journal; 1971:1)

The growth of "long-term total disability income plans" has been recent and rapid. The comparison of the growth of this type of plan in the public junior colleges indicates that: "In 1960, few junior colleges reported the coverage. In 1970, 36 percent of public junior colleges reported these plans were available to their employees." (King, Junior College Journal; 1971:11)

Perhaps the most important items which may have an economic impact on future planning in college budget preparation are the requirements that public institutions pay unemployment insurance payments for their employees as well as the vesting provisions of recent Federal legislation covering retirement plans and vesting of retirement rights for employees. The full impact of both of these actions are yet to be realized because there is very little experience regarding the cost of the unemployment payments since this coverage has only been extended to public institutions within the past few months. The Federal guidelines covering retirement plans and the vesting of retirement rights are still being developed, so the future cost estimates for the public education sector of the economy will develop in future planning documents.

When we consider that in 1972-73 the cost in the United States for instructional salaries in two-year schools (community/junior colleges) was approximately $1,724,000,000 and that this sum constituted 83 percent of the total instructional costs (expense), it is demonstrated that salaries plus fringe benefit costs are possibly 90 percent of the total budget as a fixed cost. One option open is to let people go in order to reduce these fixed costs. Other options are limited. Since there is a 10 percent or less of the total budget available for use each year, budget

planning centers around how to use this sum (10 percent) in the operation of the college in areas such as new equipment, improvement in curriculum, replacement of work out equipment and any other requirement which may develop each year.

Now that we are in an economic "down swing," some say a recession/depression, the economic issues may be more critically analyzed by boards of trustees, administrators, and union planners.

Summary and Statement of Research Questions

The concerns of the faculty center on such issues as (1) educational and administrational policies; (2) procedure for faculty representation; (3) working conditions and administration of personnel policies; (4) aggregate economic issues; and (5) public issues and the institution. (Wollett, 1971:13-14) These are not, however, necessarily the factors which will influence the negotiations and changes in policies and procedures resulting from such negotiations. Federal laws and changes to these laws are beginning to influence as well as direct action which often restricts or controls changes to policies and procedures of public institutions. For example, the Civil Rights Act of 1964, Executive Order 11246, as amended, was an act to enforce the constitutional right to vote, yet subsequent amendments or changes to this act have entered the right to such things as: Establish and Administer Personnel Policies and Procedures. Part I, Nondiscrimination in Government Employment (of Executive Order 11246), bars discrimination in federal employment on account of race, color, religion, sex, or national origin. (Federal Regulations and Employment Practices of Colleges and Universities, 1974:Supplement II) In 1972

(October 1), the Department of Health Education and Welfare (HEW) issued "Higher Educational Guidelines of the Office for Civil Rights; these guidelines extended the provisions of Executive Order 11246, as amended to non-public as well as public institutions. (Revised Order No. 4 - Federal Regulations and Employment Practices to Colleges and Universities, 1974: Supplement VI:2) Revised Order No. 4 (HEW) guidelines contained definitive instructions concerning the following personnel matters:

1. Personnel policies and practices.
2. Recruitment.
3. Hiring.
4. Anti-nepotism policies.
5. Placement, job classification, and assignment.
6. Training.
7. Promotion.
8. Termination.
9. Conditions of work.
10. Rights and benefits - salary.
11. Back pay.
12. Leave policies.
13. Employment policies relating to pregnancy and childbirth.
14. Fringe benefits.
15. Childcare.
16. Grievance procedure.

In 1974, the Fair Labor Standards Act of 1938 was amended to establish a multi-step increase in the minimum wage standards. (National Association of Colleges and University Business Officers, Special Report 74-5; April 1974:1) This amendment extended the wage-hour law (Fair Labor Standards Act of 1938, as amended) to more than seven million employees previously exempted. In addition, the amendment included provisions for extending the federal wage discrimination statute to include employees of federal, state, and local governments (including employees of public institutions of higher education). The increase in minimum wages ranged from $1.90 per hour as of April 1974, to a total of $2.30 per hour after December 31, 1976. (National Association of Colleges and University Business Officers, Special Report 74-5: April 1974:1)

When the Federal or State governments issue directives which increase cost of operations as a result of complying with these instructions, this further reduces the flexibility that may be expected as a result of collective bargaining. For example, there are numerous newspaper stories of unions pressing court cases concerning which person will be laid off or placed in a standy-by as a result of the 1974 economic decline. If management follows the terms of many contracts negotiated with unions, it will be the "last in, first out" policy which will be implemented. This will work to the disadvantage of the blacks, women and other minorities since they have usually been the last hired. Civil rights lawyers and the Department of Health, Education and Welfare are also involved in this question, and as of this date no decision has been reached. This action concerning the layoff of personnel further indicates the level of Federal

intervention and influence in personnel matters which have in some cases been the action of prior precedent or negotiated agreements which are considered to be legally binding on the parties to the agreement.

Such questions as: What is negotiable? What is the bargaining unit? Who may be excluded from the bargaining unit? What is a grievance? How will the college govern itself? What are the economic issues?, are in fact as Metzler (1969) indicated regarding the question of what is negotiable; "...this is being settled every day in many school districts by negotiations." These and many other questions will be addressed, solved or not solved, either by negotiations or by Federal or State directives over the next few years.

The major issues in this study are:

1. What will be the measurable impact by July 1, 1975, of Florida House Bill 2028, covering Collective Bargaining Guidelines, on existing personnel policies and procedures of the eight community/junior colleges in Florida utilized in this study, as measured by changes in the personnel policies and procedures manuals of these colleges?

2. Is it possible to identify and analyze central issues covered in these changes evidenced by the personnel policies and procedures manuals of the eight colleges studied?

3. As a result of studying these issues, which may appear as a change or addition to the documents being reviewed, it is possible to develop a document which identifies these and other items which have evolved during this transition period?

4. Issues so identified and the response to them should be stated in a broad and uniform manner as procedures or guidelines in an attempt to offer possible solutions to members of the college community moving or forced toward a collective effort to achieve institutional objectives which now must reflect the guidance established by the State of Florida in the various State Statutes (Florida Statutes 1973, as amended in 1974), Rules (Florida, CSHB 982, 1974), State Board of Education Regulations for the Operation of Community/Junior Colleges, Chapter 6A-14 (State Board of Education Regulations, 1974). Such practices will be influenced additionally by collective bargaining resulting in individual contracts between the union, or other faculty representatives, on the one hand and the college administration (Board) on the other for each of the eight colleges utilized in the study.

CHAPTER III

PROCEDURES

Description of the Field Situation in Which the Data was Collected

The following community/junior colleges were utilized as the major source of data and information developed in this study:

1. Brevard Community College, Cocoa, Florida.
2. Broward Community College, Fort Lauderdale, Florida.
3. Florida Junior College at Jacksonville, Jacksonville, Florida.
4. Florida Keys Community College, Key West, Florida.
5. Hillsborough Community College, Tampa, Florida.
6. Polk Community College, Winter Haven, Florida.
7. Seminole Junior College, Sanford, Florida.
8. Valencia Community College, Orlando, Florida.

In addition to the above colleges, pertinent data including collective bargaining contract agreements were also obtained from community/junior colleges in states other than Florida and other territories as follows:

1. California
2. Connecticut
3. Hawaii
4. Illinois
5. Massachusetts
6. Michigan
7. Minnesota

8. New Jersey
9. New York
10. Pennsylvania
11. Virgin Islands
12. Virginia

In addition to the above sources of data, information such as state laws was obtained from the following sources:

1. State of California, Department of Education, Division of Community/Junior Colleges, Sacramento, California.
2. State of Florida, Office of the Attorney General, Tallahassee, Florida.
3. State of Florida, State Department of Education, Tallahassee, Florida.
4. State of Hawaii, Department of Education, Division of Community/Junior Colleges, Honolulu, Hawaii.
5. State of Minnesota, Department of Education, Division of Community/Junior Colleges, St. Paul, Minnesota.
6. State of Pennsylvania, Office of the Governor, Commonwealth of Pennsylvania, Harrisburg, Pennsylvania.
7. State of Virginia, Office of Research and Evaluation, Virginia Department of Community Colleges, Richmond, Virginia.

The following sources served as a model for the identification of the data elements contained in the tables shown in this study:

1. A study conducted by Lehigh County Community College, Schnecksville, Pennsylvania, titled Fourth Annual Survey, Salaries, Fringe Benefits and Selected Terms and Conditions of Employment in Pennsylvania Community Colleges, 1974-75.

2. A report prepared for the Michigan Community College Association, dated April 1970, titled Analysis of Faculty Contract Information at Public Community Colleges in Michigan, 1969-70.

3. AAJC-TIAA Study prepared by Francis P. King, titled Benefit Pland in Junior Colleges, American Association of Junior Colleges, Washington, D.C., 1971.

4. Comments and recommendations obtained from the eight community/junior colleges in Florida were used to develop data applicable to the Florida system and which appeared to be representative of the entire twenty-eight colleges in the Florida system. In addition, comments and recommendations were obtained from other individuals in administrative and faculty positions in community/junior colleges in other states and added to those obtained from the Florida colleges. Individuals in the states of Michigan and Pennsylvania made major contributions in this study effort by furnishing detailed studies conducted in these states which served as

a basis for my model of the data elements to be used in the study and have been incorporated as tables in this major research project.

Description of the Individuals Who Served as a Supplementary Data Source

In the eight community/junior colleges in Florida utilized in this study, the primary sources of information were the following individuals:

1. Personnel Directors.
2. Vice Presidents/Deans of Administration.
3. Vice Presidents/Deans of Instruction.
4. Presidents.

At the State of Florida level, contact was maintained with: (1) members of the staff of the State Department of Education, Community/Junior College Division, or a similar office responsible for community/junior college affairs at the state level of the various states contacted; (2) members of a State Department of Education, Division of Community/Junior Colleges Committee established by the Director for the purpose of reviewing and recommending changes to State Board of Education Regulations for the Operation of Florida's Community/Junior Colleges and Florida Statutes, with specific reference to the Florida Administrative Procedures Act, as this act pertains to the operations of the community/junior colleges in Florida (the author is one of the five members of this State Department of Education Committee); and (3) members of a Committee on Administrative Articulation covering the twenty-eight community/junior colleges in the State of Florida (the author is a member representing Brevard Community College).

Overview of How the Data was Collected

The collection of data utilized in this study started in 1971 as a result of and during the visit to the State of Michigan of a study group from Brevard Community College. This group was dispatched for the purpose of gathering information from knowledgeable individuals on the impact that collective bargaining has had on their institutions. This trip consisted of visits over a four-day period to four community/junior colleges, three school district school boards of education and superintendents' offices, and one four-year college in Michigan. The impact of collective bargaining was discussed with administrators, with several union representatives, and with some members of collective bargaining negotiating teams. These individuals, while speaking "off the record," did allow the use of tape recorders during the meetings and these tapes were transcribed upon the return to Florida. These documents have been one of the sources of information used in the development of this study.

Since 1971, additional information has been collected and added to the data resulting from the Michigan visit as follows:

1. From data passed out at conferences, meetings, and seminars.

2. From mutual exchange of information and ideas between personnel and other administrative personnel of the twenty-eight community/junior colleges in Florida.

3. From readings in the fugitive and permanent literature of the field.

4. From participation as a college representative on local and state committees, study groups and panels on matters dealing with changes or additions to Florida Statutes and State Board of Education Regulations.

5. From actual employment for the period July 1970 to present, as an administrator in a community/junior college in such positions as Director of Personnel; Director of Planning, Programming, Budgeting Systems; and Labor Management Representative.

In setting up the study, contact was made with responsible personnel in the eight community/junior colleges utilized in the study. This contact was with the President or Vice President, the Personnel Director, and other staff personnel of these colleges. In addition, at the state level, contact was made with the Director and members of his staff of the Community/Junior College Division, State Department of Education, State of Florida. In contacting these individuals, several methods were employed such as personal telephone calls, visits, as well as writing to the individuals. This contact in some cases started several years ago as a result of my participation with these individuals on committees, boards or study groups. In some cases, some of the ideas for this research effort were developed as a result of such participation and were an outgrowth of the group efforts to prepare for collective bargaining when and if the state of Florida issued guidelines for collective bargaining, which did occur with the approval of CSHB 2028.

In the process of my data collection efforts with the personnel in Florida and especially with the administrative personnel of the eight community/junior colleges covered by the study, they have cooperated and assisted me in an outstanding manner. They have requested that they be furnished a copy of the final research product and this request will be fulfilled upon completion of the study. In addition, draft copies of the research study will be furnished to the Presidents of each of the colleges participating for their review for completeness and accuracy prior to final publication of the research study.

In case of the individuals outside of Florida, most of my contact has been written for the purpose of obtaining copies of documents, articles, studies or to obtain permission for me to use their documents and articles in the preparation of this study. In a few cases, personal contact and interaction did occur during seminars or meetings at which we were in attendance.

Description of Instrumentation Used

The study assesses the changes during the period July 1, 1974, through July 1, 1975, to the personnel policies and procedures of the eight colleges, and documents for the first time a comparative analysis of these changes in the policies and procedures manuals including salary schedules of the eight colleges, one with the other, in such areas as pay, fringe benefits, employment practices, and governance structure.

In the development of the tables contained in this study, a detailed study and analysis was made of the Fourth Annual Survey conducted by Lehigh County Community College, 1974-75, of Pennsylvania; the 1970

Michigan Report covering Analysis of Faculty Contract Information at Public Community Colleges in Michigan, 1969-70; and the AAJC-TIAA Study Covering Benefit Plans in Junior Colleges 1971. These documents contained detailed descriptions of personnel areas of major concern to administrators and members of negotiating teams, e.g., detailed analysis of pay; fringe benefit provisions such as life insurance and hospitalization plans; types and duration of leave of absence; employment practices as they applied to various personnel, faculty, administrators, and others.

These documents were a comparative study or analysis of the various areas as they related to the colleges covered in each study or document. In the case of AAJC-TIAA, it covered 1,007 junior colleges listed in the 1969 AAJC Junior College Director, plus junior colleges newly opened during 1969 covering both public and private junior colleges. (King, 1971:3-5)

Based on a review and analysis of these and other documents, a model for the research study including sample tables was developed. These model documents were discussed with personnel of the colleges covered in the survey and other personnel for the purpose of obtaining comments and recommendations. Based on this action, the research study and the tables were developed.

Description of How the Sample Population Used in the Study was Chosen

The eight institutions in Florida were selected for this study because they were regarded as representative of the twenty-eight (28) colleges in the Florida community/junior college system. The eight (8) colleges utilized in this study are considered by me to be representative because:

1. The colleges selected for this study cover one of the institutions established in 1958, Broward, as well as those established since that date, e.g., Brevard in 1960 and Hillsborough in 1968.

2. The student full-time equivalent (FTE) enrollment of these schools cover one of the smallest, Florida Keys with 1,310 FTE; one of the largest, Florida Junior College with 27,380 FTE; and the remainder of the colleges ranging in between these student FTE levels, e.g., Valencia Community College with 6,536 FTE; Broward Community College with 11,960 FTE. (Florida, Memorandum; December 1974)

3. Geographically, the colleges selected for the study are located at both ends of the state; Florida Keys is at Key West, the most southerly point; and Florida Junior College, located at one of the most northern parts of the state, is in Jacksonville just a few miles south of the Georgia-Florida border. The remainder of the colleges are located in between these two extremes with Hillsborough Community College located in the middle on the West Coast and Brevard Community College located in the middle of the state on the East Coast.

4. In the number of faculty personnel, we find that Florida Keys has only twenty-four (24), Florida Junior College at Jacksonville with 319, and the others having something between these numbers of faculty personnel, e.g., Polk Community College has 95 and Broward Community College has a total of 203 faculty personnel. (Florida, Memorandum; December 1974)

In the eight community/junior colleges selected for the study, there are three colleges which had been identified (rumored) as "target" colleges selected by the unions because of the possible impact on the other colleges in the Florida Community/Junior College System should they be organized by a particular union.

Limitations

1. The study is a sample of Florida's two-year institutions and care should be made in applying conclusions and generalization to other public institutions both in Florida (e.g. Miami-Dade) and in the private sector.

2. The time period appears one of uncertain stress vis-a-vis an unstable economy and nervous legislators who may hedge on issues and may not support legislation enacted earlier.

3. The availability for study of the collective bargaining contracts negotiated for the colleges utilized in the study are dependent on factors such as:

   a. Do the faculty and other personnel want to enter into such an agreement?

   b. Will the Public Employee Relation Commission (PERC) of the State of Florida complete the administrative procession of the request for recognition of the bargaining agents in time for the agents to negotiate a contract agreement with each college prior to July 1, 1975?

CHAPTER IV

DISCUSSION AND RESULTS

Discussion

This study assesses the impact from July 1, 1974, through July 1, 1975, on the written personnel policies and procedures of eight selected community/junior colleges in the State of Florida resulting from the approval of the Florida Collective Bargaining Guidelines covered in Florida House Bill 2028 (Florida Statute 447), which became effective January 1, 1975. The study was based on assumptions that there would be available for review and analysis the following documents from each of the community colleges covered in the study:

1. Policies and Procedures Manuals.
2. Salary Schedules.
3. Contracts negotiated between the colleges covered in the study and the faculty/employee bargaining agents.

Data and other supporting information were available for the first two items listed above. However, regarding item #3, only one contract was negotiated between administration and employee representatives of the eight colleges. This fact led to a major revision in the analysis procedures which were utilized in completing this research project.

It was originally planned to compare and assess changes which appeared to have been made in documents such as the policies and procedures manuals and salary schedules at the eight community colleges in effect

prior to July 1, 1974, and compare them with the policies and procedures, salary schedules and the contracts negotiated with these eight colleges during the period July 1, 1974, and July 1, 1975. This analysis and comparison of the differences or changes occurring in the documents, and especially the content of the contracts negotiated, were to be analyzed in light of the guidelines contained in CSHB 2028. The discussions and results could place special emphasis on those areas where it appeared there was reasonable assumption that change could be traced to the guidelines of the House Bill. This was not possible for the following reasons:

1. Only two contracts were negotiated with community/junior colleges in Florida during the period July 1, 1974, and July 1, 1975. Only one of the colleges in this study has a collective bargaining agreement.

2. The lack of collective bargaining between the faculty/employees of the community/junior colleges in Florida. This appears to be due to administrative delays and resulting delay in the recognition of bargaining agents by PERC as required by Florida Statute 447.009, a prerequisite for collective bargaining.

   This administrative delay was caused in part by the provisions of Florida Statute 447.010 which required the collective bargaining

agreement to be negotiated prior to the submission of the college's annual budget request. This process was regarded as necessary to allow the legislative body to consider the request and appropriate or fail to appropriate the funds covered in each of the agreements of each of the colleges. If the legislature failed to appropriate sufficient funds to cover the money to support the action taken in the collective bargaining agreements, that part of the agreement would not become effective. (Florida, CSHB2028:19)

3. The current economic situation in the United States, especially in Florida with the reduction in the tourist trade and with the resulting reduction of tax money available to the State of Florida for distribution to the various agencies including the community/junior colleges, may have influenced the faculty/employee organizations regarding the speed with which they proceeded with the organization of the faculties and employees in the community colleges. It should be noted that the latest information from the State Capitol regarding the final appropriations bill for the community/junior college program for school year 1975/76 revealed that the bill contained proviso language which read:

> ...provided, however, that no employee shall receive a merit increase or any other salary adjustment except in the case or promotion; provided, however, that the Department of Administration may approve salary adjustments upon request of the Department of Education under emergency circumstances. (FACC Legislative Hotline; June 5, 1975)

The term "emergency circumstances" has not been defined. However, from discussions with members of the local employee organization (union), it is their opinion that this proviso language serves to set aside the provisions of CSHB 2028 on collective bargaining with regards to salaries for employees of the community/junior colleges for school year 1975/76. Since this action has been "rumored" to be a possibility for the past two or three months, this could also have played a part in influencing actions on the part of unions to move into the community/junior college system at this time.

4. There may have been one other factor playing an even more important role in the delay of collective bargaining at this time. This factor is the "power play" between the three largest faculty organizations (unions): American Federation of Teachers (AFT), National Education Association (NEA), and the American Association of University Professors (AAUP), in attempting to establish their "territorial boundaries" in the community/junior

colleges in Florida. Since the whole State of Florida is now new territory available for some or all of the three of these unions to become involved in collective bargaining, it is just possible that the national organizations do not have enough manpower at this time and have concentrated their efforts only on the largest institutions such as Miami-Dade, St. Petersburg, and Florida Junior College at Jacksonville. Their intent and capability regarding the community/junior colleges in Florida is still evolving and may take several years to be clearly distinguishable.

In view of these conditions, a new approach to assessment procedure was developed for this study without reducing or changing basic inquiry. Tables were developed from the data contained in the policies and procedures manuals and the salary schedules of the eight community/junior colleges covered by the study. These tables have been arranged to present data in the following major areas:

1. Salary Information.
2. Fringe Benefit Provisions.
3. Employment Practices.
4. College Governance Structure.

This grouping was to allow comparisons between what was in the documents for the academic year 1973/74 as compared with what is shown for 1974/75. Major personnel policies or procedure changes to these documents were assessed in relationship to the various provisions of CSHB 2028 with regards to major areas, e.g., fringe benefit or employment practices.

A comparison was conducted between data developed in this study and that in studies conducted in Michigan (Michigan Community College Association 1970), Massachusetts (Board of Regional Community College, Boston, Massachusetts 1975), Pennsylvania (Lehigh County Community College Fourth Annual Survey 1974-75), and the AAJC-TIAA Study covering Benefit Plans in Junior Colleges (King, 1971). This type of assessment or comparison was to reduce the analysis to essential elements, as defined by this study, and to provide a validity check for assumptions and design of this study.

Only one of the Florida colleges studied had completed a collective bargaining agreement. An assessment of this agreement in relationship to the guidelines contained in CSHB 2028, while of interest, offered too narrow a data base to determine the impact of the new legislature on contracts. However, a detailed study of the tables derived from the various documents obtained from the colleges used in the study do indicate changes, some of significance which may indicate trends or possibly reaction to the provisions of CSHB 2028. A detailed assessment of the attached tables are shown in the results which follow. The study then becomes an assessment of an adjustment period. Compliance has not been achieved, delay has been encountered,

but the provisions of CSHB 2028 are clearly before the faculty and administration and have resulted in what could be described as an adjustment period. The study provides a data base for future analysis of further evidence of compliance and adjustment.

Results

The data and interpretations contained in this section will be presented by tables developed from four major areas of concern. These tables follow and are organized as Section I through IV to correspond with the four major areas of concern:

1. Salary Data Information
2. Fringe Benefit Provisions
3. Employment Practices
4. College Governance Structure

Following the presentation of data developed relative to each of these major areas is a general assessment of content of the polic and procedures involved in the college manuals analyzed with particular emphasis on the documents issued during school year 1974/75. This design was to develop indication of general trends which appear to be currently reflected and which are possibly a result of the guidelines contained in CSHB 2028.

Section I -- Salary Data Information. The information contained in the Tables of Section I is concerned with data information covering eight community/junior colleges in Florida for full-time personnel. For identification purposes throughout these and other tables shown in this section, as well as other sections shown in this study, the colleges have been given a numerical identification as follows:

1. Brevard Community College, Cocoa, Florida.
2. Broward Community College, Fort Lauderdale, Florida.
3. Florida Junior College at Jacksonville, Jacksonville, Florida.
4. Florida Keys Community College, Key West, Florida.
5. Hillsborough Community College, Tampa, Florida.
6. Polk Community College, Winter Haven, Florida.
7. Seminole Junior College, Sanford, Florida.
8. Valencia Community College, Orlando, Florida.

The Tables in Section I have been arranged into a series identified as Tables A through F, which pertain to the following:

Tables A: Faculty/Instructional Personnel

Tables B: Faculty Supportive/Non-Instructional Professional Personnel

Tables C: Administrative/Managerial Personnel

Tables D: Wage/Hour Personnel

Tables E: Substitute pay or overload pay provisions for Full-Time Faculty/Instructional Personnel

Tables F: Other factors utilized in determining total annual salary for Faculty/Instructional Personnel

The data contained in Tables A and B was developed from information contained in memorandums, "Report of Annual Salaries, Full-Time Instructional Personnel," from the Division of Community Colleges, State Department of Education, Tallahassee, Florida. (Florida, State of, March 23, 1974, and December 30, 1974)

Tables C through F were prepared from data contained in the policies and procedures manuals as well as the salary schedules of the eight colleges covered by the study.

In reviewing the content of the tables shown in Section I (Tables A-1 through A-4), it does not appear that any major changes or significant trend was indicated. The contract length (days) for school year 1973/74, when compared with those shown in 1974/75, are comparable. The same was true in regards to the salary ranges shown for those years. There was only one notable change in salary ranges which occurred; this was in Tables A-1 through A-4 for College #3, where the salary ranges for the year 1974/75 were changed to eliminate any maximum restrictions which had appeared in previous years' salary schedules.

In analysis of the entire Section I Tables (Tables A-1 through Tables F-4), the following factors appear to be consistent in both school years (1973/74 and 1974/75):

1. There was variation in the minimum and maximum salary paid to various groups; sometimes considerable differences in pay were noted for classified and wage/hour personnel (Tables D-1 through D-10).

2. Faculty pay for assignments such as substitutes (Table E-1), overloads (Table E-2), varied from none (Colleges #3, #5, and #7) to amounts which seem to bear little relationship to the same functions performed from college to college; e.g., Substitute Pay (Table E-1) College #1 pays $9.00 per contact hour while College #6 pays $10.40 per contact hour. However, College #6 has a restriction of a total of not more than $500.00 may be paid for three contact hours or less. Similar differences appear in Tables E-2 through F-4.

The various provisions of CSHB 2028 do not appear to have had any influence on the differences in pay which were shown in Section I Tables for school year 1974/75 data when compared with similar data in the Tables for school year 1973/74.

SUMMARY OF CONTRACT LENGTH AND SCHEDULED SALARY RANGES
FOR FULL-TIME INSTRUCTIONAL PERSONNEL

DOCTORATE DEGREE

COLLEGE	Contract Length in Days		Scheduled Salary Ranges			
			Minimum ($)		Maximum ($)	
	73/74	74/75	73/74	74/75	73/74	74/75
1.	180	180	10,600	11,000	15,700	17,500
	200	200	15,700	12,221	17,443	19,443
	224	None	12,100	None	17,700	None
	229	229	13,486	13,994	19,974	22,263
	None	252	None	15,400	None	24,500
2.	None	199	None	13,386	None	19,788
	200	None	12,558	None	18,564	None
	None	220	None	14,724	None	21,766
	None	250	None	16,063	None	23,745
3.	196	None	10,819	None	15,696	None
	None	203	None	12,550	None	No Max.
	None	204	None	12,612	None	No Max.
	230	None	12,696	None	18,418	None
	None	237	None	14,652	None	No Max.
4.	200	200	9,167	9,167	23,162	23,162
	252	None	11,000	None	27,794	None
5.	180	180	9,959	9,959	14,939	14,939
	None	205	None	11,254	None	16,881
	210	None	11,254	None	16,881	None
	None	230	None	12,549	None	18,823
	260	None	12,549	None	20.078	None
6.	195	None	10,441	None	14,310	None
	None	196	None	11,560	None	17,087
	227	None	12,154	None	16,658	None
	None	228	None	13,447	None	19,877
7.	200	200	10,950	12,000	15,350	16,700
	252	252	13,140	14,400	18,420	20,040
8.	None	195	None	11,400	None	16,400
	200	None	11,051	None	15,380	None
	None	234	None	13,680	None	19,680
	240	None	13,261	None	18,456	None

SUMMARY OF CONTRACT LENGTH AND SCHEDULED SALARY RANGES
FOR FULL-TIME INSTRUCTIONAL PERSONNEL

MASTERS DEGREE PLUS THIRTY SEMESTER HOURS

COLLEGE	Contract Length in Days		Scheduled Salary Ranges			
			Minimum ($)		Maximum ($)	
	73/74	74/75	73/74	74/75	73/74	74/75
1.	180	180	9,600	10,000	14,700	16,500
	200	200	10,600	11,110	16,332	18,322
	224	None	11,100	None	16,500	None
	229	229	12,213	12,722	18,702	20,991
	None	252	None	14,000	None	23,100
2.	None	199	None	11,729	None	18,818
	200	None	11,557	None	17,654	None
	None	220	None	12,901	None	20,699
	None	250	None	14,074	None	22,581
3.	196	None	9,800	None	14,222	None
	None	203	None	11,366	None	No Max.
	None	204	None	11,424	None	No Max.
	230	None	11,500	None	16,689	None
	None	237	None	13,272	None	No Max.
4.	200	200	8,314	8,314	21,009	21,009
	252	None	9,997	None	25,211	None
5.	180	180	9,129	9,129	14,109	14,109
	None	205	None	10,315	None	15,943
	210	None	10,315	None	15,943	None
	None	230	None	11,501	None	17,777
	260	None	11,503	None	18,404	None
6.	195	None	9,593	None	13,462	None
	None	196	None	10,707	None	15,922
	227	None	11,167	None	15,671	None
	None	228	None	12,456	None	18,522
7.	200	200	10,260	11,300	14,060	15,400
	252	252	12,312	13,560	16,872	18,480
8.	None	195	None	10,600	None	15,600
	200	None	10,284	None	14,624	None
	None	234	None	12,720	None	18,720
	240	None	12,341	None	17,549	None

SUMMARY OF CONTRACT LENGTH AND SCHEDULED SALARY RANGES
FOR FULL-TIME INSTRUCTIONAL PERSONNEL

MASTERS DEGREE

COLLEGE	Contract Length in Days		Scheduled Salary Ranges			
			Minimum ($)		Maximum ($)	
	73/74	74/75	73/74	74/75	73/74	74/75
1.	180 200 224 229 None	180 200 None 229 252	9,100 10,110 10,600 11,577 None	9,500 10,555 None 12,086 13,300	14,200 15,776 16,000 18,066 None	16,000 17,776 None 20,355 22,400
2.	None 200 None None	199 None 220 250	None 10,192 None None	10,864 None 11,950 13,036	None 16,289 None None	17,363 None 19,099 20,835
3.	196 None None 230 None	None 203 204 None 237	9,094 None None 10,672 None	None 10,549 10,601 None 12,316	13,203 None None 15,493 None	None No Max. No Max. None No Max.
4.	200 252	200 None	7,918 9,502	7,918 None	20,009 24,010	20,009 None
5.	180 None 210 None 260	180 205 None 230 None	8,299 None 9,378 None 10,457	8,200 9,378 None 10.457 None	13,279 None 15,003 None 16,731	13,279 15,003 None 16,727 None
6.	195 None 227 None	None 196 None 228	8,745 None 10,180 None	None 9,855 None 11,464	12,614 None 14,684 None	None 15,164 None 17,640
7.	200 252	200 252	9,800 11,760	10,800 12,960	13,600 16,320	14,900 17,880
8.	None 200 None 240	195 None 234 None	None 9,518 None 11,422	9,800 None 11.760 None	None 13,868 None 16,642	14,800 None 17,760 None

SUMMARY OF CONTRACT LENGTH AND SCHEDULED SALARY RANGES
FOR FULL-TIME INSTRUCTIONAL PERSONNEL

BACHELORS DEGREE OR LESS

COLLEGE	Contract Length		Scheduled Salary Ranges			
			Minimum ($)		Maximum ($)	
	73/74	74/75	73/74	74/75	73/74	74/75
1.	180 200 229 None	180 200 229 252	8,600 9,555 10,941 None	9,000 9,999 11,450 12,600	13,700 15,221 17,429 None	15,550 17,221 19,719 21,700
2.	None 200 None None	199 None 220 250	None 9,100 None None	9,700 None 10,670 11,640	None 15,197 None None	16,199 None 17,819 19,438
3.	196 None None 230 None	None 203 204 None 237	8,044 None None 9.439 None	None 9,331 9.377 None 10,894	11,650 None None 13,671 None	None No Max. No Max. None No Max.
4.	200 252	200 None	7,182 8,618	7,182 None	18,149 21,779	18,149 None
5.	180 None 210 None 260	180 205 None 230 None	7,469 None 8,440 None 9,411	7,469 8,400 None 9,411 None	12,449 None 14,067 None 15,685	12,449 14,067 None 15,685 None
6.	195 None 227 None	None 196 None 228	8,003 None 9,316 None	None 9,109 None 10,597	11,872 None 13,820 None	None 13,908 None 16,178
7.	200 252	200 252	8,700 10,440	9,500 11,400	12,500 15,000	13,600 16,320
8.	None 200 None 240	195 None 234 None	None 8,439 None 10,127	8,650 None 10,380 None	None 12,804 None 15,365	13,650 None 16,380 None

SECTION I: TABLE A-5

SALARIES (DAILY RATE) FOR FULL-TIME INSTRUCTIONAL PERSONNEL

DOCTORATE DEGREE

COLLEGE	Contract Days*(1)		Daily Rate $*		Years of Experience*(2)		Number of Instructors	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	196.8	198.3	79.17	81.97	12.20	13.45	15	20
2.	201.3	199.0	83.81	88.67	Not Available	11.53	16	27
3.	196.0	220.9	64.08	85.64	Not Available	10.76	38	25
4.	202.6	200.0	69.25	74.32	10.00	11.00	3	4
5.	209.9	202.8	74.47	77.39	3.38	7.09	21	22
6.	201.8	196.3	69.69	74.23	8.17	12.11	12	9
7.	212.1	208.8	64.76	72.14	7.20	8.30	7	10
8.	214.1	208.8	64.31	71.97	7.20	8.56	10	9
Statewide Totals (28 colleges)	205.3	206.3	73.73	81.07	8.30	8.96	358	374

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SECTION I: TABLE A-6

SALARIES (DAILY RATE) FOR FULL-TIME INSTRUCTIONAL PERSONNEL

MASTERS DEGREE PLUS THIRTY SEMESTER HOURS

COLLEGE	Contract Days* (1)		Daily Rate $*		Years of Experience* (2)		Number of Instructors	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	196.8	198.3	75.11	81.57	13.50	15.29	44	42
2.	201.3	199.3	79.97	88.81	Not Avail-able	[illegible]	81	85
3.	196.0	220.9	60.97	78.65	Not Avail-able	10.90	129	72
4.	None	None	None	None	None	None	None	None
5.	209.6	202.8	70.12	74.79	4.00	8.65	18	45
6.	201.8	196.3	69.20	76.70	10.71	17.50	14	12
7.	212.1	208.8	62.51	70.69	9.48	10.12	21	17
8.	214.1	208.0	63.91	70.85	9.26	10.40	23	35
Statewide Totals (28 colleges)	205.3	206.3	69.97	77.68	10.00	10.04	812	838

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Year Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SECTION I: TABLE A-7

SALARIES (DAILY RATE) FOR FULL-TIME INSTRUCTIONAL PERSONNEL

MASTERS DEGREE

COLLEGE	Contract Days*(1)		Daily Rate $*		Years of Experience*(2)		Number of Instructors	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	196.8	198.3	67.58	72.09	10.43	11.04	111	101
2.	201.3	199.0	73.31	75.63	Not Available	10.17	158	129
3.	196.0	220.9	58.00	69.95	Not Available	9.15	193	164
4.	202.6	200.0	62.08	62.82	10.38	10.10	13	15
5.	209.9	202.8	65.88	67.23	3.74	6.51	101	69
6.	201.8	196.3	64.90	69.64	10.89	14.34	89	64
7.	212.1	208.8	56.68	65.28	7.34	8.60	53	47
8.	214.1	208.0	57.57	62.88	7.68	6.62	77	69
Statewide Totals (28 colleges)	205.3	206.3	64.74	70.40	8.84	7.70	2225	2051

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SECTION I: TABLE A-8

SALARIES (DAILY RATE) FOR FULL-TIME INSTRUCTIONAL PERSONNEL

BACHELORS DEGREE

COLLEGE	Contract Days*(1)		Daily Rate $*		Years of Experience*(2)		Number of Instructors	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	196.8	198.3	59.13	62.00	9.40	9.20	15	21
2.	201.3	199.0	64.16	69.18	Not Avail-able	11.78	22	25
3.	196.0	220.9	53.84	63.98	Not Avail.-able	11.17	41	58
4.	202.6	200.0	53.06	55.15	9.00	8.33	2	3
5.	209.9	202.8	60.38	63.13	2.69	7.09	13	11
6.	201.8	196.3	52.70	56.37	6.43	7.20	7	10
7.	212.1	208.8	50.18	56.19	7.27	8.07	15	15
8.	214.1	208.0	49.18	52.92	5.29	5.20	7	10
Statewide Totals (28 colleges)	205.3	206.3	56.56	61.57	7.22	7.08	465	509

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SECTION I: TABLE A-9

SALARIES (DAILY RATE) FOR FULL-TIME INSTRUCTIONAL PERSONNEL

LESS THAN BACHELORS DEGREE

COLLEGE	Contract Days*(1)		Daily Rate $*		Years of Experience*(2)		Number of Instructors	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	196.8	198.3	62.38	65.73	12.00	10.68	15	19
2.	None	None	None	None	None	None	None	None
3.	None	None	None	None	None	None	None	None
4.	202.6	200.0	46.71	59.96	6.00	11.50	2	2
5.	209.9	None	45.31	None	1.00	None	1	None
6.	None	None	None	None	None	None	None	None
7.	212.1	208.8	52.22	56.38	11.00	10.33	3	6
8.	None	None	None	None	None	None	None	None
Statewide Totals (28 colleges)	205.3	206.3	55.68	62.08	8.61	8.14	74	128

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SECTION I: TABLE A-10

SALARIES (DAILY RATE) FOR FULL-TIME INSTRUCTIONAL PERSONNEL

COLLEGE TOTALS FOR ALL FULL-TIME INSTRUCTORS

COLLEGE	Contract Days* (1)		Daily Rate $ *		Years of Experience* (2)		Number of Instructors	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	196.8	198.3	69.08	73.39	11.28	11.94	200	203
2.	201.3	199.0	74.15	80.55	Not Avail-able	12.57	277	267
3.	196.0	220.9	59.11	72.06	Not Avail-able	10.04	401	319
4.	202.6	200.0	60.61	63.71	9.75	10.15	20	24
5.	209.9	202.8	66.89	71.10	3.62	7.30	154	148
6.	201.8	196.3	65.20	69.57	10.34	13.78	122	95
7.	212.1	208.8	57.22	64.97	7.89	8.87	99	95
8.	214.1	208.0	58.89	65.00	7.80	8.28	117	123
Statewide Totals (28 colleges)	205.3	206.3	65.50	71.56	8.8o	8.26	3934	3900

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule of each college.

SALARIES (DAILY RATE) FOR FULL-TIME NON-INSTRUCTIONAL PROFESSIONAL PERSONNEL

DOCTORATE DEGREE

COLLEGE	Contract Days* (1)		Daily Rate $ *		Years of Experience * (2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	None	235.1	None	81.52	None	13.00	None	7
2.	None	None	None	None	None	None	None	None
3.	None	226.3	None	90.60	None	14.00	None	1
4.	None	None	None	None	None	None	None	None
5.	None	211.3	None	88.27	None	12.00	1	None
6.	None	223.1	None	77.31	None	12.00	None	1
7.	None	None	None	None	None	None	None	None
8.	None	None	None	None	None	None	None	None
Statewide Totals (28 colleges)	236.4	234.7	73.64	78.72	6.57	8.18	14	33

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SALARIES (DAILY RATE) FOR FULL-TIME NON-INSTRUCTIONAL PROFESSIONAL PERSONNEL

MASTERS DEGREE PLUS THIRTY SEMESTER HOURS

COLLEGE	Contract Days* (1)		Daily Rate $ *		Years of Experience * (2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	251.0	235.1	38.63	78.56	4.33	13.60	3	5
2.	None	227.2	None	86.80	None	28.82	None	5
3.	None	226.3	None	79.95	None	11.55	None	11
4.	None	None	None	None	None	None	None	None
5.	None	211.3	None	71.89	None	6.83	None	6
6.	None	223.1	None	77.67	None	22.00	None	3
7.	None	252.0	None	69.9.	None	13.33	None	3
8.	248.0	246.0	56.03	60.68	7.00	6.00	3	5
Statewide Totals (28 colleges)	236.4	234.7	59.84	75.64	10.12	10.68	49	93

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SALARIES (DAILY RATE) FOR FULL-TIME NON-INSTRUCTIONAL PROFESSIONAL PERSONNEL

MASTERS DEGREE

COLLEGE	Contract Days*(1)		Daily Rate $*		Years of Experience*(2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	None	235.1	None	71.50	None	13.41	None	34
2.	None	227.2	None	82.46	None	16.60	None	5
3.	None	226.3	None	64.35	None	7.78	None	23
4.	239.0	252.0	46.65	54.37	5.00	7.50	3	2
5.	None	211.3	None	64.08	None	5.54	None	13
6.	None	223.1	None	67.19	None	13.25	None	8
7.	None	252.0	None	58.69	None	5.37	None	22
8.	248.0	246.0	49.42	55.72	4.92	5.07	12	15
Statewide Totals (28 colleges)	236.4	234.7	62.05	66.92	8.81	8.44	186	327

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule of each college.

SALARIES (DAILY RATE) FOR FULL-TIME NON-INSTRUCTIONAL PROFESSIONAL PERSONNEL

BACHELORS DEGREE

COLLEGE	Contract Days * (1)		Daily Rate $ *		Years of Experience * (2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	None	None	None	None	None	None	None	None
2.	260.0	227.2	28.85	38.19	Not Avail-able	Not Avail-able	3	2
3.	None	226.3	None	56.61	None	2.00	None	2
4.	239.0	None	45.83	None	6.00	None	1	None
5.	None	None	None	None	None	None	None	None
6.	248.0	223.1	86.69	46.24	15.00	4.00	1	1
7.	252.0	252.0	44.29	49.83	3.33	2.70	3	10
8.	None	246.0	None	44.39	None	1.50	None	2
Statewide Totals (28 colleges)	236.4	234.7	51.65	55.52	5.87	5.15	43	72

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SALARIES (DAILY RATE) FOR FULL-TIME NON-INSTRUCTIONAL PROFESSIONAL PERSONNEL

LESS THAN BACHELORS DEGREE

COLLEGE	Contract Days* (1)		Daily Rate $ *		Years of Experience* (2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	None	235.1	None	56.15	None	10.00	None	6
2.	None	227.2	None	36.64	None	Not Available	None	5
3.	None	None	None	None	None	None	None	None
4.	None	None	None	None	None	None	None	None
5.	None	None	None	None	None	None	None	None
6.	None	None	None	None	None	None	None	None
7.	None	252.0	None	60.95	None	10.00	None	None
8.	None	None	None	None	None	None	None	None
Statewide Totals (28 colleges)	236.5	234.7	50.67	46.62	15.00	5.00	2	21

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SALARIES (DAILY RATE) FOR FULL-TIME NON-INSTRUCTIONAL PROFESSIONAL PERSONNEL .

COLLEGE TOTALS

COLLEGE	Contract Days (1)		Daily Rate $ *		Years of Experience (2) *		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	251.0	235.1	3863	71.76	4.33	12.98	3	52
2.	260.0	227.2	28.85	65.05	Not Avail-able	13.36	3	17
3.	None	226.3	None	69.28	None	8.76	None	37
4.	239.0	252.0	46.44	54.37	5.25	7.50	4	2
5.	None	211.3	None	67.63	None	6.25	None	20
6.	248.0	223.1	86.69	68.78	15.00	14.46	1	13
7.	252.0	252.0	44.29	57.23	3.33	5.42	3	36
8.	248.0	246.0	50.74	55.82	5.33	4.96	15	22
Statewide Totals (28 colleges)	236.4	234.7	62.29	66.83	8.54	8.24	294	546

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SECTION I: TABLE C-1

SALARIES (DAILY RATE) FOR FULL-TIME EXECUTIVE, ADMINISTRATIVE AND MANAGERIAL PERSONNEL (INCLUDES PRESIDENTS)

DOCTORATE DEGREE

COLLEGE	Contract Days* (1)		Daily Rate $ *		Years of Experience* (2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	251.0	252.0	79.08	137.24	9.60	24.00	10	1
2.	260.0	250.0	94.93	100.37	Not. Avail-able	Not Avail-able	8	12
3.	260.0	247.0	86.15	107.40	Not Avail-able	10.27	17	18
4.	246.8	252.0	123.75	98.83	6.00	5.00	1	3
5.	260.0	230.0	100.44	132.68	1.67	Not Avail-able	3	3
6.	236.9	238.6	80.57	96.61	10.00	17.61	6	6
7.	252.0	252.0	90.74	96.43	13.00	16.00	3	4
8.	248.0	246.0	83.06	90.61	6.20	17.25	7	8
Statewide Totals (28 colleges)	248.3	244.5	90.83	99.51	9.77	10.03	180	188

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary at each college.

SECTION I: TABLE C-2

SALARIES (DAILY RATE) FOR FULL-TIME EXECUTIVE, ADMINISTRATIVE AND MANAGERIAL PERSONNEL (INCLUDES PRESIDENTS)

MASTERS DEGREE PLUS THIRTY SEMESTER HOURS

COLLEGE	Contract Days* (1)		Daily Rate $ *		Years of Experience* (2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	251.0	252.0	70.71	86.51	13.56	19.00	2	2
2.	260.0	250.0	None	78.10	None	Not Avail-able	None	2
3.	260.0	247.0	71.15	90.57	Not Avail-able	12.44	'21	31
4.	246.8	None	None	None	None	None	None	None
5.	260.0	230.0	67.22	83.32	5.00	Not Avail-able	2	3
6.	236.9	238.6	80.15	82.77	12.60	15.30	5	10
7.	252.0	252.0	73.91	81.74	14.00	16.71	6	7
8.	248.0	246.0	73.49	77.28	9.00	20.56	8	9
Statewide Totals (28 colleges)	248.3	244.5	73.85	82.24	11.64	12.30	134	168

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SECTION I: TABLE C-3

SALARIES (DAILY RATE) FOR FULL-TIME EXECUTIVE, ADMINISTRATIVE AND MANAGERIAL PERSONNEL (INCLUDES PRESIDENTS).

MASTERS DEGREE

COLLEGE	Contract Days* (1)		Daily Rate $ *		Years of Experience (2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	251.0	252.0	70.71	75.40	11.68	14.00	25	7
2.	260.0	250.0	65.49	69.67	Not Avail-able	Not Avail-able	14	18
3.	260.0	247.0	62.31	83.80	Not Avail-able	13.13	26	22
4.	246.8	252.0	70.03	74.25	4.20	3.87	5	6
5.	260.0	230.0	70.28	87.94	4.25	11.78	24	18
6.	236.9	238.6	65.93	77.01	10.25	Not Avail-able	8	14
7.	252.0	252.0	66.46	81.94	10.43	14.86	14	8
8.	248.0	246.0	72.87	81.39	8.11	17.63	19	21
Statewide Totals (28 colleges)	248.3	244.5	69.52	77.31	9.85	9.[illegible]1	360	331

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SECTION I: TABLE C-4

SALARIES (DAILY RATE) FOR FULL-TIME EXECUTIVE, ADMINISTRATIVE AND MANAGERIAL PERSONNEL (INCLUDES PRESIDENTS)

BACHELORS DEGREE

COLLEGE	Contract Days* (1)		Daily Rate $ *		Years of Experience (2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	251.0	252.0	None	73.81	None	9.00	None	2
2.	200.0	250.0	59.07	66.00	Not Avail-able	Not Avail-able	12	9
3.	260.0	247.0	57.69	85.27	Not Avail-able	12.40	5	7
4.	246.8	252.0	80.83	94.79	7.50	2.50	2	1
5.	260.0	230.0	71.26	78.50	2.80	Not Avail-able	5	10
6.	236.9	238.6	None	77.97	None	13.00	None	2
7.	252.0	252.0	48.10	75.00	4.75	12.00	4	1
8.	248.0	246.0	69.96	None	15.00	None	1	None
Statewide Totals (28 colleges)	248.0	244.5	62.24	71.02	6.01	5.79	133	125

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SECTION I: TABLE C-5

SALARIES (DAILY RATE) FOR FULL-TIME EXECUTIVE, ADMINISTRATIVE AND MANAGERIAL PERSONNEL (INCLUDES PRESIDENTS

LESS THAN BACHELORS DEGREE

COLLEGE	Contract Days* (1)		Daily Rate $ *		Years of Experience (2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	251.0	252.0	None	70.83	None	14.00	None	2
2.	260.0	250.0	47.22	51.47	Not Avail-able	Not Avail-able	7	8
3.	260.0	247.0	56.83	83.84	Not Avail-able	13.75	3	4
4.	246.8	252.0	49.50	51.97	3.00	4.30	2	2
5.	260.0	230.0	65.48	82.49	3.00	Not Avail-able	3	2
6.	236.9	238.6	None	57.78	None	24.00	None	2
7.	252.0	252.0	None	61.90	None	14.00	None	1
8.	248.0	246.0	None	None	None	None	None	None
Statewide Totals (28 colleges)	248.3	244.5	53.65	61.00	7.39	7.37	37	47

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SECTION I: TABLE C-6

SALARIES (DAILY RATE) FOR FULL-TIME EXECUTIVE, ADMINISTRATIVE AND MANAGERIAL PERSONNEL (INCLUDES PRESIDENTS)

COLLEGE TOTALS

COLLEGE	Contract Days* (1)		Daily Rate $ *		Years of Experience (2)		Number of Personnel	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74.75
1.	251.0	252.0	71.61	80.52	11.22	14.71	37	14
2.	260.0	250.0	66.24	74.01	Not Avail-able	Not Avail-able	41	49
3.	260.0	247.0	69.97	91.67	Not Avail-able	12.18	72	82
4.	246.8	252.0	73.30	78.39	4.80	4.11	10	12
5.	260.0	230.0	72.30	88.36	3.84	Not Avail-able	37	36
6.	236.9	238.6	77.21	81.09	10.79	15.91	19	34
7.	252.0	252.0	68.09	83.35	10.67	15.57	27	21
8.	248.0	246.0	74.96	82.36	8.14	18.92	35	38
Statewide Totals (28 colleges)	248.3	244.5	72.95	81.34	9.48	9.51	843	859

* These totals are the means.

(1) For MEAN Contract Days, it is the weighted average of the number of working days in each reporting contract period.

(2) For the MEAN Years Experience, it is the weighted average number of years of work experience credited as per the salary schedule at each college.

SALARY RANGES FOR SELECTED CLASSIFIED/WAGE HOUR
POSITIONS FOR FULL-TIME PERSONNEL

CLERK-TYPIST I

COLLEGE	Minimum $		Maximum $		Remarks
	73/74	74/75	73/74	74/75	
1.	4,960	5,400	5,860	7,300	
2.	4,896	4,972	6,156	6,786	
3.	*4,430	5,144	*8,013	9,354	*1972/73 Salary Data--1973/74 Salary Data Not Available
4.	4,008	4,209	6,529	7,199	
5.	4,485	5,357	5,724	6,838	
6.	3,672	4,644	5,028	6,480	
7.	4,044	4,500	5,052	5,760	
8.	4,704	5,171	7,704	8,418	

SECTION I: TABLE D-2

SALARY RANGES FOR SELECTED CLASSIFIED/WAGE HOUR POSITIONS FOR FULL-TIME PERSONNEL

RECEIVING - PROPERTY CLERK

COLLEGE	Minimum $		Maximum $		Remarks
	73/74	74/75	73/74	74/75	
1.	4,960	5,300	5,860	7,200	
2.	5,328	5,362	6,588	7,332	
3.	*4,430	5,144	*8,013	9,354	*1972/73 Salary Data--1973/74 Salary Data Not Available
4.	5,116	5,116	8,334	8,750	
5.	4,068	4,859	5,191	6,202	
6.	3,672	5,520	5,028	7,721	
7.	3,432	3,900	4,332	5,040	
8.	4,704	5,171	7,884	8,418	

SECTION I: TABLE D-3

SALARY RANGES FOR SELECTED CLASSIFIED/WAGE HOUR POSITIONS FOR FULL-TIME PERSONNEL

ACCOUNTING CLERK I

COLLEGE	Minimum $		Maximum $		Remarks
	73/74	74/75	73/74	74/75	
1.	5,560	5,900	6,550	7,800	
2.	5,328	5,362	6,588	7,332	
3.	*4,430	5,144	*8,013	9.354	*1972/73 Salary Data--1973/74 Salary Data Not Available
4.	4,640	4,640	7,559	7,937	
5.	4,944	5,906	6,311	7,538	
6.	3,672	5,192	5,028	7,920	
7.	4,764	5,400	5,760	6,660	
8.	5,100	5,571	7,800	8,333	

SALARY RANGES FOR SELECTED CLASSIFIED/WAGE HOUR
POSITIONS FOR FULL-TIME PERSONNEL

SECRETARY I

COLLEGE	Minimum $		Maximum $		Remarks
	73/74	74/75	73/74	74/75	
1.	5,560	5,800	6,550	7,700	
2.	5,976	6,025	7,236	8,249	
3.	*5,138	5,986	*9,293	10,850	*1972/73 Salary Data--1973/74 Salary Data Not Available
4.	4,640	5,116	7,937	8,750	
5.	6,311	7,538	8,055	9,621	
6.	4,116	5,388	5,736	7,416	
7.	4,764	5,400	5,760	6,660	
8.	4,704	5,171	7,254	8,353	

SALARY RANGES FOR SELECTED CLASSIFIED/WAGE HOUR
POSITIONS FOR FULL-TIME PERSONNEL

SECRETARY II

COLLEGE	Minimum $		Maximum $		Remarks
	73/74	74/75	73/74	74/75	
1.	6,170	6,200	7,160	8,100	
2.	6,396	6,513	7,656	8,912	
3.	*5,671	6,618	*10,258	11,996	*1972/73 Salary Data--1973/74 Salary Data Not Available.
4.	5,116	5,116	8,334	8,750	
5.	7,306	8,727	9,325	11,138	
6.	4,572	5,952	6,444	8,328	
7.	5,544	6,000	6,888	7,680	
8.	5,730	6,207	8,454	8,933	

SECTION I: TABLE D-6

SALARY RANGES FOR SELECTED CLASSIFIED/WAGE HOUR
POSITIONS FOR FULL-TIME PERSONNEL

GROUNDSKEEPER I

COLLEGE	Minimum $		Maximum $		Remarks
	73/74	74/75	73/74	74/75	
1.	4,960	5,000	5,860	6,800	
2.	6,300	6,427	6,692	8,799	
3.	*3,820	4,910	*6,910	8,886	*1972/73 Salary Data--1973/74 Salary Data Not Available.
4.	4,640	4,640	7,559	7,937	
5.	4,944	5,906	6,311	7,538	
6.	3,912	4,320	5,412	6,048	
7.	3,432	3,900	4,332	5,040	
8.	4,608	5,074	7,248	7,775	

SECTION I: TABLE D-7

SALARY RANGES FOR SELECTED CLASSIFIED/WAGE HOUR POSITIONS FOR FULL-TIME PERSONNEL

CARPENTERS

COLLEGE	Minimum $		Maximum $		Remarks
	73/74	74/75	73/74	74/75	
1.	6,760	7,100	7,840	8,900	
2.	7,716	7,800	9,096	10,691	
3.	*6,577	7,670	*11,896	13,914	*1972/73 Salary Data--1973/74 Salary Data Not Available.
4.	5,372	5,372	8,750	9,188	
5.	7,306	8,727	9,325	11,138	
6.	Not Avail-able	7,776	Not Avail-able	11,496	
7.	Not Avail-able	Not Avail-able	Not Avail-able	Not Avail-able	
8.	5,992	6,472	8,632	9,113	

SECTION I: TABLE D-8

SALARY RANGES FOR SELECTED CLASSIFIED/WAGE HOUR POSITIONS FOR FULL-TIME PERSONNEL

PAINTER

COLLEGE	Minimum $		Maximum $		Remarks
	73/74	74/75	73/74	74/75	
1.	6,750	6,900	7,840	8,900	
2.	7,716	7,800	9,096	10,691	
3.	*6,577	7,670	*11,896	13,914	*1972/73 Salary Data--1973/74 Salary Data Not Available.
4.	5,372	5,372	8,750	9,188	
5.	7,306	8,727	9,325	11,138	
6.	5,868	7,428	8,940	10,392	
7.	Not Avail-able	Not Avail-able	Not Avail-able	Not Avail-able	
8.	5,992	6,472	8,632	9,113	

SALARY RANGES FOR SELECTED CLASSIFIED/WAGE HOUR
POSITIONS FOR FULL-TIME PERSONNEL

SUPERVISOR-BUILDING MAINTENANCE (CUSTODIAL)

COLLEGE	Minimum $		Maximum $		Remarks
	73/74	74/75	73/74	74/75	
1.	6,170	6,200	7,160	8,100	
2.	5,000	8,000	11,500	12,500	
3.	*6,910	8,044	*12,498	14,615	*1972/73 Salary Data--1973/74 Salary Data Not Available.
4.	7,559	7,559	12,313	12,928	
5.	6,010	7,179	7,671	9,163	
6.	4,404	6,096	6,156	8,520	
7.	7,752	8,400	9,180	10,080	
8.	7,970	8,470	10,670	11,172	

SALARY RANGES FOR SELECTED CLASSIFIED/WAGE HOUR POSITIONS FOR FULL-TIME PERSONNEL

PARAPROFESSIONAL

COLLEGE	Minimum $		Maximum $		Remarks
	73/74	74/75	73/74	74/75	
1.	7,320	7,500	10,500	11,000	
2.	5,000	8,000	11,500	12,500	
3.	*4,890	5,706	*8,845	10,336	*1972/73 Salary Data--1973/74 Salary Data Not Available.
4.	Not Avail-able	Not Avail-able	Not Avail-able	Not Avail-able	
5.	7,306	8,727	9.325	11,138	
6.	5,004	6,900	7,272	11,760	
7.	5,595	7,200	8,040	8,880	
8.	5,238	5,710	7,938	8,472	

SECTION I: TABLE E-1

PAY PROVISIONS SHOWN IN THE SALARY SCHEDULES AND POLICY AND PROCEDURES
(BASED ON CONTACT (c) OR CLOCK (cl) HOURS)

SUBSTITUTE PAY

COLLEGE	ADDITIONAL FACTORS CONSIDERED IN SCHEDULES (DEGREE/RANK, ETC.)	AMOUNT PAID PER HOUR	
		73/74	74/75
1.	All faculty are paid.	9.00 (c)	9.00 (c)
2.	Rank I - Doctorate Rank II - Masters Rank III - Bachelors College Nurse	10.50 (cl) 8.75 (cl) 7.76 (cl) 4.50 (cl)	14.18 (cl) 11.02 (cl) 10.00 (cl) 7.50 (cl)
3.	Would be paid at part-time rate. (Section 5)	NONE SHOWN	NONE SHOWN
4.	Rank I - Doctorate *Rank IA - Masters +30 *Rank IA - Bachelors +60 Rank II - Masters Rank II - Bachelors Non-certified *Hours above Degree must be graduate work in program leading to Dr.Degree	15.00 (cl) 13.50 (cl) 13.50 (cl) 12.00 (cl) 10.00 (cl) 8.00 (cl)	15.00 (cl) 13.50 (cl) 13.50 (cl) 12.00 (cl) 10.00 (cl) 8.00 (cl)
5.	No substitute provisions shown; see Table E-2 covering Overload.	NONE SHOWN	NONE SHOWN
6.	Full-time faculty assigned only in very exceptional circumstances. President must approve. Total shall not exceed $500 for 3 (c) or less.	10.40 (c)	10.40 (c)
7.		NONE SHOWN	NONE SHOWN
8.	73/74, Section 8-10, Policy Manual. 74/75, Salary Schedule applies.	Reg. Daily Rate	None for full-time faculty

SECTION I: TABLE E-2

PAY PROVISIONS SHOWN IN SALARY SCHEDULES AND POLICY AND PROCEDURES

OVERLOAD PAY

COLLEGE	FACTORS SHOWN TO DETERMINE PAY RATE	AMOUNT PAID 73/74	AMOUNT PAID 74/75
1.	Daily rate based on number of contact or credit hours.	Daily rate times number contact or credit hours	Daily rate times number contact or credit hours
2.	For each semester hour, monthly salary is 1/10 of ten-month (199 days) contract, less supplements.	25% of mo. salary	25% of mo. salary
	For extra contact hour, same as above.	18% of mo. salary	18% of mo. salary
3.	Paid at part-time rate (Section 5-42 Policies Manual, 7/1/74)	NONE SHOWN	NONE SHOWN
4.	Rank I - Doctorate *Rank IA - Masters +30 *Rank IA - Bachelors +60 Rank II - Masters Rank III - Bachelors *Hours above Degree must be graduate work in program leading to Dr.Degree	250.00 (cr) 235.00 (cr) 235.00 (cr) 220.00 (cr) 200.00 (cr)	250.00 (cr) 235.00 (cr) 235.00 (cr) 220.00 (cr) 200.00 (cr)
5.	Rank I - Doctorate Rank II - Masters +30 Rank II - Masters Rank III - Bachelors	229.00 (cr) 211.00 (cr) 194.00 (cr) 174.00 (cr)	243.00 (cr) 224.00 (cr) 206.00 (cr) 184.00 (cr)
6.	No data available	NONE SHOWN	NONE SHOWN
7.	Rank I - Doctorate Rank II - Masters Rank III - Bachelors	210.00 (cr) 180.00 (cr) 150.00 (cr)	225.00 (cr) 195.00 (cr) 165.00 (cr)
8.	Rank I - Doctorate Rank II - Masters Rank III - Bachelors	3 (c) hours 693.00 630.00 578.00	3 (c) hours 693.00 630.00 578.00

(c) - Contact hour
(cr)- Credit hour

SECTION I: TABLE F-1

OTHER FACTORS UTILIZED IN DETERMINING TOTAL ANNUAL SALARY

ANNUAL SALARY ADDITION FOR EDUCATIONAL LEVEL ABOVE BACHELORS DEGREE

FACTOR*	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Bachelors +60 hours**	None	None	None	None	None	None	1189	1189	None	None	None	None	None	None	None	None
Masters Degree	500	500	1092	1164	1347	1423	773	773	819	819	700	742	1100	1300	1069	1150
Masters +15 hours	None	None	433	None	None	None	None	None	None	None	None	None	None	None	None	None
Masters +24 hours	None	None	650	723	None	None	None	None	None	None	800	848	None	None	None	None
Masters +30 hours	500	500	865	None	893	955	416	416	830	830	None	None	460	500	758	400
Masters +48 hours	None	None	1300	1445	None	None	None	None	None	None	None	None	None	None	None	None
Masters +60 hours	500	500	None	None	633	680	None	None	None	None	None	None	None	None	None	None
Doctorate	500	500	1001	820	664	701	895	895	830	830	800	848	690	700	760	800

*As the individual completes the hours shown, the sum ($) shown is added to his base salary, e.g. Brevard, if the individual has a bachelors degree and completes a doctorate degree, there will have been added a total of $2,000 annually to his salary.

**Based on semester hours of graduate work in a planned program leading to a Doctorate Degree.

OTHER FACTORS UTILIZED IN DETERMINING TOTAL ANNUAL SALARY
(CERTIFIED PERSONNEL)

PRIOR EXPERIENCE OR SERVICE WHICH MAY BE CREDITED FOR PAY

COLLEGE	TEACHING IN OTHER SCHOOLS*		MILITARY SERV. ACTIVE DUTY**		MAXIMUM YEARS ALLOWED***		REMARKS
	73/74	74/75	73/74	74/75	73/74	74/75	
1.	10	10	4	4	10	10	Military Service experience must have been directly related to the job or teaching exp. of the position
2.	10	10	4	4	10	10	Individual must have been under contract with college at time of induction or active duty.
3.	10	10	10	10	10	10	
4.	12	12	NONE SHOWN	NONE SHOWN	12	12	
5.	8	8	8	8	8	8	Military service experience must have been directly related to job or teaching experience of the position.
6.	10	10	3	3	10	10	
7.	10	10	NONE SHOWN	NONE SHOWN	10	10	
8.	5	5	3	3	5	5	Individual must have been under contract with the college at time of the induction or active duty.

*Covers teaching experience which is credited on a year for year basis, e.g., college level, hish school.

**Does not cover short training tours, e.g. summer training in National Guard or Reserve units.

***Includes all type of experience, e.g., teaching, military active duty, related non-teaching experience for vocational/technical faculty.

SECTION I: TABLE F-3

OTHER FACTORS UTILIZED IN DETERMINING ANNUAL SALARY (FACULTY PERSONNEL)

ADDITION FOR AWARD OF CONTINUING CONTRACT (TENURE)

FACTOR	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1. Continuing Contract (tenure)award based on faculty contract of:																
a. 180 days + = $	200	200	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	575	**	NONE	NONE	NONE	NONE
b. 200 days + = $	222	222	NONE	NONE	NONE	NONE	300	NONE	NONE	NONE	NONE	NONE	400	400	NONE	NONE
c. 229 days + = $	246	246	485	485	YES*	YES*	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
2. Continuing Contract and 7 years.	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	400	**	NONE	NONE	NONE	NONE
3. Continuing Contract and 10 years.	NONE	NONE	485	485	NONE	NONE	600	NONE	NONE	NONE	400	**	400	400	NONE	NONE

*Amount not shown.
**Policy and Procedures Manual being revised; amounts of increases not available.

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SECTION I: TABLE F-4

OTHER FACTORS UTILIZED IN DETERMINING TOTAL ANNUAL SALARY

SUPPLEMENTAL PAY PROVISIONS

OTHER PAY ITEM	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Athletics, Ass't Dir.	None	None	850	1200	None	None	None	None	None		*	None	None	None	None	None
Band Director	500	500	None	None					None			None	None	None		
Baseball, Head Coach	1200	1200	1400	1600					1200	1200		None	1000	1100		
Baseball Coach	None	None	None	None					1000	1000		1500	None	None		
Baseball, Ass't Coach	None	None	800	900					800	1200		None	None	None		
Basketball, Head Coach	None	None	1400	1600					1200	1800		None	1000	1000		
Basketball Coach	None	None	None	None					1000	1000		1500	None	None		
Basketball,Ass't Coach	1000	1000	800	900					800	1200		None	None	None		
Cheerleader Sponsor	300	300	600	600					None	None		None	370	400		
Cont.Ed. Women Coord.	800	800	None	None					None	None		None	None	None		
Cross-Country Coach	500	500	850	None					None	None		None	None	None		
Debate Coach	500	500	750	1200					None	None		None	None	None		
Debate, Ass't Coach	None	None	500	500					None	None		None	None	None		
Drama Coach	None	None	750	1200					None	None		750	265	300		
Golf, Head Coach	700	700	None	None					400	800		None	None	None		
Golf Coach	None	None	850	850					300	300		750	None	None		
Golf Coach (Women)	None	None	None	950					None	None		None	None	None		
Golf, Ass't Coach	None	None	None	None					200	200	*	None	None	None		

*No data available

SECTION I: TABLE F-4

OTHER FACTORS UTILIZED IN DETERMINING TOTAL ANNUAL SALARY

SUPPLEMENTAL PAY PROVISIONS

OTHER PAY ITEM	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/75	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Gymnastics Coach	None	None	850	None	None	None	None	None	None	None	*	None	None	None	None	None
Intramural Director	600	500	1050	1500					None	None		None	None	None		
Intra-Extramural(Women)	None	None	850	950					None	None		None	None	None		
Intramural Ass't Dir.	400	400	None	None					None	None		None	None	None		
Lyceum Program Dir.	500	500	500	500					None	None		None	None	None		
Music Sponsor	None	None	None	None					None	None		None	265	300		
Sports Coach (Women)	None	None	850	1200					None	None		None	None	None		
Student Paper Advisor	500	500	700	1000					None	None		None	None	None		
Swimming, Head Coach	None	None	None	None					400	400		None	None	None		
Swimming Coach	None	None	850	950					300	300		None	None	None		
Swimming, Ass't Coach	None	None	None	None					200	200		None	None	None		
Tennis, Head Coach	600	600	None	None					400	800		None	None	None		
Tennis Coach	None	None	850	850					300	300		750	None	None		
Tennis, Ass't Coach	None	None	None	None					200	600		None	None	None		
Theater Coach	750	750	None	None					None	None		None	None	None		
Track Coach	750	750	850	None					None	None		None	None	None		
Wrestling Coach	750	750	850	950					None	None		None	None	None		
Yearbook Sponsor	None	None	700	800					None	None	*	None	None	None		

*No data available.

Section II -- Fringe Benefit Provisions. Section II Tables cover the Fringe Benefit Provisions covering eight community/junior colleges in Florida used in this study. These Tables have been arranged into the following series:

Tables A: Life Insurance and Hospitalization.

Tables B: Leave Benefit Programs.

Tables C: Other Fringe Benefit Programs

As was the case with regards to Section I Tables, all of the data shown in these Tables were taken from the policies and procedures manuals and salary schedules issued by the colleges covered in the study for school years 1973/74 and 1974/75, unless otherwise indicated in the Tables. This factor will hold true in the Tables shown in Section III and Section IV.

A review of the data presented in Section II, Table A-1 through Table C-3, revealed the following:

1. The normal pattern of wide differences in the amounts and types of coverage which appeared in the pay data information shown in Section I also appeared in the area of fringe benefits. For example, life insurance coverage paid for by the college in the case of College #1 was full premium coverage to the nearest $1,000 of the gross pay of the employee and was paid for by the college. In the case of Colleges #6 & #7, no insurance coverage was paid for by the college. The other colleges paid the premium for amounts ranging from $2,500 total (College #5)

to a maximum of $20,000 (College #2). This same pattern continues through the various vacation and leave (paid) allowances shown in Table B-1 through B-7.

2. Reference college paid holidays (Table C-1); it was noted in school year 1974/75 that there were increases shown for Colleges #1, #3, and #8.

3. In the remainder of Section II Tables, (Table C-2 and C-3), there continued to be reflected the difference between the colleges previously indicated.

A review and analysis of the data shown in Section II Tables covering the various fringe benefit provisions offered to the full-time employees of these colleges did not indicate any trend or indication that there was a difference in any of the colleges between those fringe benefits offered to full-time employees in school year 1974/75 and what was offered to the same employees in the previous school year 1973/74. An impact of CSHB 2028 was not evident at this time.

SECTION II: TABLE A-1

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

COLLEGE PAYS LIFE INSURANCE

COLLEGE	73/74	74/75	REMARKS
1.	YES	YES	Board pays full premium for coverage to nearest $1,000 of gross pay; does not include double indemnity with no minimum or maximum, e.g. $12,600 = $13,000 life insurance.
2.	YES	YES	Board pays for minimum of $7,000 to maximum of $20,000 based on gross pay to next $1,000.
3.	YES	YES	Board pays for life insurance coverage; however, amount not indicated in Section 5.42 of Policies Manual, July 1, 1974.
4.	NONE SHOWN	YES	Amount of coverage based on the President's recommendation. Policy Manual October 28, 1974, page 70, does not indicate amounts authorized.
5.	None Shown	YES	$2,500 per faculty (full-time) member. Agreement 74/75, p. 27). No indication of coverage for personnel other than faculty.
6.	None Shown	None Shown	No Policy or Procedure covering life insurance.
7.	None Shown	None Shown	Handbook of Policies and Procedures 1973/74 edition as amended January 1975, does not include any payment by Board of life insurance coverage for any employees.
8.	YES	YES	Board pays for $5,000 life and $5,000 accidental death and disability benefits.

SECTION II: TABLE A-2

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

COLLEGE PAYS GROUP HOSPITALIZATION & MAJOR MEDICAL COVERAGE*

COLLEGE	73/74	74/75	REMARKS
1.	YES	YES	Employees full premium cost paid for hospital and major medical coverage. Full premium cost for dental coverage also included.
2.	None	None	Payroll deductions shown on page 3-30 of Policy Manual 1974/75 indicates possibility employee pays cost.
3.	YES	YES	Employees full premium cost paid for hospital, accident, major medical coverage.
4.	YES	YES	Full premium cost paid for health and accidental coverage paid by the Board.
5.	YES	YES	Board may pay all or part from available funds. (Policy Manual 2-40, January of 1974). Exact amount paid is not indicated.
6.	None Shown	None Shown	No policy or procedure covering hospital and major medical coverage.
7.	YES	YES	Employees pay part and college pays part of costs. (Handbook of Policies and Procedures, January, 1974, p. 78)
8.	YES	YES	Employees full premium paid for hospital and major medical coverage. Full premium cost for dental coverage also included.

SOURCE: Personnel policies and procedures manuals for each college covering years 1973/74 and 1974/75

*All coverage is for the employee only. Coverage for dependents may be obtained by the employee paying the premiums.

SECTION II: TABLE B-1

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

VACATION LEAVE WITH PAY *

COLLEGE	Max. Accumulation June 30		May be used for Maternity		Remarks
	73/74	74/75	73/74	74/75	
1.	60	44**	YES	YES	**SBE Regulation 6A-14.431, changed effective January 1, 1974, to restrict total vacation leave accumulation to not more than 44 days at any one time. Further, at termination of employment, employee could be paid for only 30 days of the total accumulated.
2.	40	40	NO	NO	
3.	60	44	YES	YES	
4.	30	30	YES	YES	
5.	20 (44) ***	20	NONE SHOWN	NONE SHOWN	***President may authorize up to 44 days; otherwise, 20 days.
6.	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	
7.	30	44	NO	NO	
8.	30	44	YES	YES	

*SBE Regulation 6A-14,431, 1974, establishes following vacation leave, exclusive of holidays: 1 day for each month of service up to five years of service; 1¼ days for each month of service from five to ten years; 1½ days for each month of service from ten years and over.

SECTION II: TABLE B-2

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

SICK LEAVE WITH PAY *

COLLEGE	Advanced Sick Leave auth'd***		Days Authorized Emerg/Religious		For Maternity Periods		Max. Days Accumulated*	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1.	YES	YES	2**	4**	YES	YES	120	120
2.	NONE SHOWN	NONE SHOWN	2	2	NO	NO	120	120
3.	NONE SHOWN	NONE SHOWN	2	4**	YES	YES	120	120
4.	YES	YES	2	2	YES	YES	120	120
5.	YES	YES	2	2	NONE SHOWN	NONE SHOWN	120	120
6.	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN
7.	NONE SHOWN	NONE SHOWN	2	2	NO	NO	120	120
8.	NONE SHOWN	NONE SHOWN	2	4**	YES	YES	120	120

*SBE Regulation 6A014.435, 1974, authorizes leave of one day per month of full time employment not to exceed 12 days a year, maximum accumulation 120 days. Senate Bill No. 80, 1974, Legislature changed Florida Statutes 231.40 (1)(a)(b)(c) covering sick leave to provide for unlimited accumulation. Therefore, the Florida Statutes apply since the Statutes are basis for SBE Regulation.

**Bill No. 80, authorizes 2 sick leave days each year for Emergency or Religious reasons; however, applies to instructional personnel only.

***Authorized by Florida Statute 231.40 and SBE Regulations 6A-14,435 (1)(b).

SECTION II: TABLE B-3

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

MATERNITY LEAVE -- FACULTY*

	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1. Individual may: a. Start leave at 6th month	YES	YES	YES	YES	YES	YES	YES	YES	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	YES	YES
b. Start leave beyond 6th mo. with Dr. appr'l	YES	YES	YES	YES	YES	YES	YES	YES							YES	YES
c. Return at start of school year	YES	YES	YES	YES	YES	YES	YES	YES							YES	YES
d. Return at start of school term	YES	YES	YES	YES	YES	YES	YES	YES							YES	YES
e. Be authorized up to one year from start to end of leave	YES	YES	YES	YES	YES	YES	YES	YES							YES	YES
2. Type of leave: a. Personal (w/o pay)	YES	YES	YES	YES	YES	YES	YES	YES							YES	YES
b. Sick & Personal	YES	YES	NO	NO	YES	YES	NO	NO							YES	YES
c. Sick & Vacation	YES	YES	NO	NO	YES	YES	NO	NO							YES	YES
d. Sick/Vacation & Personal	YES	YES	NO	NO	YES	YES	NO	NO							YES	YES

*May be with or without pay depending on college policy regarding use of personal leave in conjunction with accrued vacation or sick leave.

SECTION II: TABLE B-4

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

MATERNITY LEAVE -- OTHER*

Provisions	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1. Individual may: a. Start leave at 6th month	YES	YES	YES	YES	YES	YES	YES	YES	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	YES	YES
b. Start leave beyond 6th mo. with Dr. appr'l	YES	YES	YES	YES	YES	YES	YES	YES							YES	YES
c. Not return any later than 90 days after birth	YES	YES	NO	NO	NO	NO	NO	NO							NO	NO
d. Be authorized up to one year from start to end of leave	NO	NO	YES	YES	YES	YES	YES	YES							YES	YES
2. Type leave: a. Personal (w/o pay)	YES	YES	YES	YES	NONE SHOWN	NONE SHOWN	YES	YES							YES	YES
b. Sick & Personal	YES	YES	NO	NO	NONE SHOWN	NONE SHOWN	NO	NO							YES	YES
c. Sick & Vacation	YES	YES	NO	NO	YES	YES	NO	NO							YES	YES
d. Sick/Vacation & Personal	YES	YES	NO	NO	NONE SHOWN	NONE SHOWN	NO	NO							YES	YES

*May be with or without pay depending on college policy regarding use of personal leave in conjunction with accrued vacation or sick leave.

SECTION II: TABLE B-5

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

EXTENDED PROFESSIONAL (SABBATICAL) LEAVE

Provision	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1. Eligible Personnel a. Faculty	YES	YES	**	**	**	**	YES	YES	YES	YES	NONE SHOWN	NONE SHOWN	YES	YES	YES	YES
b. Administrative	YES	YES	**	**	**	**	YES	YES	YES	YES			YES	YES	YES	YES
c. Others	NO	NO	**	**	**	**	NO	NO	NO	NO			NONE SHOWN	NONE SHOWN	NO	NO
2. Service Requirem' in years prior t.. eligibility:	3	3	6	6	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	6			3	3	NONE SHOWN	NONE SHOWN
3. Length of leave: a. Up to one year	YES	YES	YES	NONE SHOWN	**	**	YES	YES	YES	YES			YES	YES	*	*
b. More than one year w/addit'l approval	YES	YES	YES	NONE SHOWN	**	**	YES	YES	NO	NONE SHOWN			YES	YES	*	*
c. Obligated to return & serve in college -- # of years	2	2	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	1	1	NONE SHOWN	* 1			2	2	NONE SHOWN	NONE SHOWN
4. With pay or other allowance: a. Up to one year	***	***	60% daily rate **	**	**	**	(Partial) *	*	NO	50% Salary			2/3	2/3	*	*
b. Less than year	***	***	**	**	**	**	(Partial) *	*	NO	50%			FULL	FULL	*	*
c. Beyond year	NO	NO	**	**	**	**	NO	NO	NO	NO			NO	NO	*	*

*By Board approval, the amount or rate of pay not indicated.
**Based on provision of SBE Regulations 6A-14.43, 6A-14.426, 6A-14.424, and Florida Statutes 230.755 and 230.759. The Board will decide the length and amount.
***Partial Allowance.

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

MILITARY LEAVE *

COLLEGE	Days with pay each year		Authorized for all persons		Limited to Certificated	
	73/74	74/75	73/74	74/75	73/74	74/75
1.	17	17	YES	YES	NO	NO
2.	15	17	YES	YES	NO	NO
3.	17	17	YES	YES	NO	NO
4.	17	17	YES	YES	NO	NO
5.	17	17	YES	YES	NO	NO
6.	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN
7.	NONE SHOWN	NONE SHOWN	YES	YES	NO	NO
8.	14	14	NO	NO	YES	YES

*Florida Statute 230.755 and Section 6A-14.432 SBE Regulations indicate Military Leave granted to employees required to serve in the Armed Forces of the United States or the State of Florida...employees enter voluntarily into active duty in any armed services for temporary or training duty or extended periods of service, military leave granted at discretion of the board.

SECTION II: TABLE B-7

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

JURY DUTY LEAVE

Provision	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1. Leave w/pay provided employee: a. endorses court pay to college	YES	YES	NO	NO	YES	YES	YES	YES	YES	YES	NONE SHOWN	NONE SHOWN	YES	YES	YES	YES
b. endorses court travel allowance to college	NO	NO	NO	NO	YES	YES	YES	YES	NO	NO			NO	NO	YES	YES
2. Leave without pay or uses vacation leave and employee keeps all court pay	YES	YES	NO	NO	NO	NO	YES	YES	NO	NO			NO	NO	NO	NO
3. Leave with pay and employee keeps court pay	NO	NO	YES	YES	YES	YES	NO	NO	NO	NO			NO	NO	NO	NO
4. Receives college travel and per diem.	NO	NO	NO	NO	YES	YES	NO	NO	NO	NO			NO	NO	NO	NO

SECTION II: TABLE C-1

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

PAID HOLIDAYS

COLLEGE	73/74	74/75	REMARKS
1.	9	10	For 12 month contract personnel. In 1974/75, Christmas Eve added provided December 24 is a work day. No holiday pay for this date if the 24th is a Saturday or Sunday (Section I Personnel Manual, #106)
2.	YES (number not shown)	YES	Designated each year in the college calendar. (Section 3, Personnel Board of Trustees Policy Manual 1974/75).
3.	6 or more	8	1973/74, Section 5.12 (3), Board Policy, July 6, 1972, on a Board scheduled holiday other than 6 indicated, pay at 1-1/2 daily rate. Six days indicated at 2 times daily rate. 1974/75, Section 5.21, shows eight days for full-time faculty. Section 5.28 Policies Manual, July 1, 1972, shows holidays will be indicated in the calendar approved; no rates shown for 1974/75.
4.	None Shown	8	1974/75 Policy Manual, p. 40, shows 8 days for non-instructional personnel. No indication what instructional personnel receive. Additional days may be designated by the Board.
5.	YES (number not shown)	YES	Designated each year in the college calendar (Section 2.37 Policy Manual, 1971, as amended).
6.	None Shown	None Shown	No Policy or Procedures covering holidays.
7.	None Shown	None Shown	No indication of holiday pay in salary schedule or policy manual.
8.	7	7	

SECTION II: TABLE C-2

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

TRAVEL ALLOWANCE

Type	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
1. Per Diem-Daily allowance:																
a. Regular ($)	20.00	20.00	17.00	17.00	20.00	20.00	20.00	20.00	20.00	20.00	NONE SHOWN	NONE SHOWN	20.00	20.00	20.00	20.00
b. Conference	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
2. When meals only are paid, rate @:																
a. Breakfast ($)	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75			1.75	1.75	1.75	1.75
b. Lurch ($)	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50			2.50	2.50	2.50	2.50
c. Dinner ($)	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00			5.00	5.00	5.00	5.00
3. For use of personal care in college work @ (¢) per mile:																
a. In-county	.10	.14	.10	.14	.10	.14	.14	.14	.10	.10			.10	.10	.10	.14
b. Out-of-county	.10	.14	.10	.14	.10	.14	.14	.14	.10	.10			.10	.10	.10	.14
4. Actual expenses for lodging with app'l and meals allowance	YES	YES	NONE SHOWN	NONE SHOWN	YES	YES	YES	25.00 max. plus meals	YES	YES			NONE SHOWN	NONE SHOWN	YES	YES

SECTION II: TABLE C-3

FRINGE BENEFIT PROVISIONS AUTHORIZED FOR FULL-TIME PERSONNEL

TUITION FEE WAIVERS

COLLEGE	For the Employees		For Authorized Dependents		Remarks
	73/74	74/75	73/74	74/75	
1.	9 sem. hrs. per term	9 sem. hrs. per term	FULL	FULL	
2.	FULL	FULL	FULL	FULL	Initial $10 registration fee; thereafter, $4.50 per semester for 12 or more hours.
3.	90%	90%	90%	FULL	
4.	6 hrs* 3 hrs	1 course	FULL as app'd	FULL as app'd	
5.	6 hrs*	6 hrs*	FULL*	FULL*	
6.	***	***	***	***	***No data available
7.	1 course	1 course	None	None	
8.	** 1 course	** 1 course	None	None	

*For Term II & II, six hours; and Term IIIA & IIIB, 3 hours (first and second summer terms); the hours are not defined if they are semester, credit, or contact.
**On a space available basis after close of student registration.

Section III -- Employment Practices. Section III Tables cover the Employment Practices of the eight community colleges contributing data for analysis in this study. The tables in this section identify thirteen (13) employment practices which appear to have been of some concern in the past to all or some segment of the population found in the two-year institutions. These areas of employment practices were identified by studying various documents such as: Lehigh County Community College "Fourth Annual Survey: Salaries, Fringe Benefits and Selected Terms and Conditions of Employment in Pennsylvania Community Colleges, 1974-1975." Another similar document analyzed was the Massachusetts Board of Regional Community Colleges "Collective Bargaining in Public Community Colleges -- A Survey of Relevent Contract Provisions from 84 Professional Contracts Covering 120 Institutions."

In studying the documents referred to, it was found that the thirteen items contained in Section II Tables appeared to be those which were of major concern to both faculty and non-faculty personnel. Furthermore, it appeared that the potential for greatest change would be reflected in these tables covering the employment practices. It was anticipated that the tables would reflect either a trend or an indication that CSHB 2028 did have some influence on the policies and procedures of the colleges being studied. However, there were no evident changes indicated in these tables between the two school years being analyzed. As a matter of fact, the only college among the eight colleges covered in the study to have completed a collective bargaining agreement actually dropped the faculty academic freedom policy from its 1974/75 agreement. Section III Tables are identified as Tables A-1 through A-13.

SECTION III: TABLE A-1

EMPLOYMENT PRACTICES (ALL PERSONNEL)

WORK WEEK (HOURS)

COLLEGE	FACULTY PERSONNEL		ADMINISTRATIVE PERSONNEL		OTHER PERSONNEL	
	73/74	74/75	73/74	74/75	73/74	74/75
1.	35	35	40	40	40	40
2.	35	35	37½	37½	37½ 40	37½ **40
3.	NONE SHOWN	NONE SHOWN	40	40	40	40
4.	40 25***	40 35***	40	40	40	40
5.	38-3/4	37½	3 4	38-3/4	38-3/4	38-3/4
6.	37½	37½	37½	37½	40	40
7.	37½	37½	37½	37½	37½	37½
8.	35	35	40	40	40	40

*Classified trades, grounds, custodial. (Policy Manual, p. 21)
**Classified in the secretarial, clerical, and non-professional. (Policy Manual,p.21)
***Faculty must schedule twenty-five hours per week (73/74) and thirty-five hours per week (74/75) on campus.

SECTION III: TABLE A-2

EMPLOYMENT PRACTICES (FACULTY)

TEACHING LOAD (PER TERM) -- SCHOOL YEAR

COLLEGE	Terms I & II Aug. - May		Terms III & IV 1st or 2nd Summer		Remarks
	73/74	74/75	73/74	74/75	
1.	15(cr) 24(c)	15(cr) 24(c)	6(cr) 24(c)	6(cr) 24(c)	
2.	36-38(c) 15(cr) 20(cl)	15(cr)	6(cr) 9(c)	6(cr)	
3.	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	
4.	15-16 (sh)	15-16 (sh)	*3(sh)	3(sh)	*or equivalent, e.g. 1 semester hour for 2 clock hr. lab class.
5.	10(cr)	15(c) *4(cm)	6(cr)	15(c) *4(cm)	*Committee Work (hours) per month.
6.	15(cr)	*15(cr)	15(cr)	*15(cr)	*May exceed 15 (cr) in either Term III or IV.
7.	*30-32 hours	*30-32 hours	NONE SHOWN	NONE SHOWN	*by adding sum of credit with contact hours = 30-32 hours.
8.	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	Policy Manual, Section 6Hx28:5-06, President will establish load.

(c) contact hours
(cr) credit hours
(cl) clock hours
(sh) semester hours

SECTION III: TABLE A-3

EMPLOYMENT PRACTICES (ALL PERSONNEL)

EVALUATION OF PERSONNEL (YEARLY)

COLLEGE	FACULTY PERSONNEL		ADMINISTRATIVE PERSONNEL		OTHER PERSONNEL	
	73/74	74/75	73/74	74/75	73/74	74/75
1.	YES	YES	YES	YES	YES	YES
2.	NONE	NONE (under devel.)	NONE	NONE (under devel.)	NONE	NONE (under devel.)
3.	YES	YES	YES	YES	YES	YES
4.	YES	YES	NONE	NONE	NONE	NONE
5.	NONE	YES	YES	YES	YES	YES
6.	YES	YES	YES	YES	NONE SHOWN	YES
7.	YES	YES	YES	YES	YES	YES
8.	YES	YES	NONE	NONE	NONE	NONE

SECTION III: TABLE A-4

EMPLOYMENT PRACTICES (ALL PERSONNEL)

EMPLOYMENT OUTSIDE THE COLLEGE *

COLLEGE	REMARKS	Prior Approval Needed	
		73/74	74/75
1.	Employee must inform the administration of such employment.*	NO	NO
2.	Employee must inform the administration of such employment.	NO	NO
3.	Employee must inform the administration of such employment.	NO	NO
4.	Requires prior approval of President.	YES	YES
5.	Requires prior approval of immediate supervisor.	YES	YES
6.	No policy indicated reference outside employment	NONE SHOWN	NONE SHOWN
7.	Employee must inform the administration of such employment.	NO	NO
8.	Employee must inform the administration of such employment.	NO	NO

*College administration reserves the right to request the employee to consider the necessity for outside employment when it appears that such employment is in conflict or incompatible with their college employment.

SECTION III: TABLE A-5

EMPLOYMENT PRACTICES (ALL PERSONNEL)

DOCTOR'S CERTIFICATE REQUIRED TO SUPPORT SICK LEAVE*

COLLEGE	REMARKS	All Personnel	
		73/74	74/75
1.	When required by the President or Designate.	At any time	At any time
2.	Has general policy statement	NONE SHOWN	NONE SHOWN
3.	**When illness exceeds number of consecutive days shown, a doctor's certificate needed attesting to the employee's ability to return to work and perform assigned duties.	5 **10	5 **10
4.	When required by the President or Designate.	At any time	At any time
5.	Has general policy statement.	NONE SHOWN	NONE SHOWN
6.	No policy indicated reference sick leave.	NONE SHOWN	NONE SHOWN
7.	Upon return to work, employer must file a written certificate covering days absent and reason for absence; however, doctor's certificate not indicated.	NONE SHOWN	NONE SHOWN
8.	Has general policy statement.	NONE SHOWN	NONE SHOWN

*Certificate required if illness exceeds the number of consecutive days indicated for personnel.

SECTION III: TABLE A-6

EMPLOYMENT PRACTICES (ALL PERSONNEL)

MANDATORY RETIREMENT AGE *

COLLEGE	FACULTY PERSONNEL		ADMINISTRATIVE PERSONNEL		OTHER PERSONNEL		REMARKS
	73/74	74/75	73/74	74/75	73/74	74/75	
1.	70	70	70	70	70	70	
2.	70	70	65 70	65 70	65 70	65 70	Beyond 65, subject to annual approval and mandatory retirement at age 70.
3.	70	70	70	70	70	70	
4.	65	70	65	70	65	70	
5.	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	*(see note at bottom of page)
6.	70	70	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	
7.	70	70	70	70	70	70	
8.	70	70	70	70	62	65	

*Florida Statuted 231.031 and SBE Regulation 6A-14.41(9) establishes a maximum age for full-time instructional personnel of 70 years of age. The Statutes and the SBE Regulations reads in part...No person shall be employed in any instructional capacity...after the close of the school year following the date on which he attains seventy years of age;...

SECTION III: TABLE A-7

EMPLOYMENT PRACTICES (INSTRUCTIONAL PERSONNEL)

SCHOOL YEAR BASE CONTRACT (DAYS)*

COLLEGE	REMARKS	73/74	74/75
1.	For terms III & IV, 1st & 2nd summer terms additional days may be added, e.g., 200 for one term or 220 for two summer terms on an as-needed basis.	180	180
2.		199	199
3.		196	237
4.		200	200
5.		180	180
6.		195	196
7.		200	200
8.		200	195

*SBE Regulation 6A-14.41 established a minimum contract for full-time instructional and administrative staffs shall be for a minimum of none (9) months including no less than 180 days.

SECTION III: TABLE A-8

EMPLOYMENT PRACTICES (NON-INSTRUCTIONAL PERSONNEL)

PROBATIONARY EMPLOYMENT PERIOD (MONTHS)

COLLEGE	WAGE HOUR PERSONNEL		CLASSIFIED PERSONNEL		REMARKS
	73/74	74/75	73/74	74/75	
1.	6	6	6	6	Waived for former employees with more than 6 months of service
2.	3	3	3	3	May also be imposed when employee's work or conduct is not considered satisfactory for period of not more than three months.
3.	NONE	NONE	NONE	NONE	
4.	NONE	1 or up to 3	NONE	1 or up to 3	One month is the normal period; however, when approved by President, may be extended to a maximum of 3 months.
5.	NONE	NONE	NONE	NONE	
6.	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	
7.	NONE	NONE	NONE	NONE	
8.	NONE	NONE	NONE	NONE	

SECTION III: TABLE A-9

EMPLOYMENT PRACTICES (FOR ALL PERSONNEL)

HAS NEPOTISM POLICY

COLLEGE	REMARKS	For All Personnel	
		73/74	74/75
1.		YES	YES
2.	*For full-time personnel employed on or after November 24, 1970. (Staff Services Handbook, p. 27)	YES*	YES*
3.		NONE	NONE
4.		NONE	YES
5.		YES	YES
6.		NONE SHOWN	NONE SHOWN
7.		NONE SHOWN	NONE SHOWN
8.		YES	NO

SECTION III: TABLE A-10

EMPLOYMENT PRACTICES (ALL PERSONNEL)

MERIT PAY PROVISION

COLLEGE	FACULTY PERSONNEL		ADMINISTRATIVE PERSONNEL		REMARKS
	73/74	74/75	73/74	74/75	
1.	YES	YES	YES	YES	
2.	NONE SHOWN	NONE SHOWN	YES	YES	
3.	YES	YES	YES	YES	
4.	YES	YES	YES	YES	
5.	NONE SHOWN	NONE SHOWN	YES	YES	
6.	*	*	*	*	*No data available.
7.	NONE SHOWN	NONE SHOWN	NONE SHOWN	NONE SHOWN	
8.	NONE SHOWN	NONE SHOWN	YES SHOWN	YES SHOWN	

SECTION III: TABLE A-11

EMPLOYMENT PRACTICES (ALL PERSONNEL)

JOB DESCRIPTIONS PREPARED

COLLEGE	FACULTY PERSONNEL		ADMINISTRATIVE PERSONNEL		REMARKS
	73/74	74/75	73/74	74/75	
1.	NO	YES	YES	YES	
2.	NO	NO	YES	YES	
3.	NO	NO	NO	NO	
4.	YES	NO	YES	YES	
5.	NO	NO	YES	YES	
6.	*	*	*	*	*No data available
7.	NO	NO	YES	YES	
8.	NO	NO	*YES	*YES	*For selected positions which are shown in Section 2 (73/74 and 74/75) Policies and Procedures Manual.

SECTION III: TABLE A-12

EMPLOYMENT PRACTICES

DIVISION CHAIRMEN

COLLEGE	CONTRACT LENGTH (DAYS)		REQUIRED TO TEACH (HOURS)		REMARKS
	73/74	74/75	73/74	74/75	
1.	260	260	NO	NO	While not required to teach, some do and normally not more than six credit hours per term.
2.	199	199	3-6 Sem. hrs.	3-6 Sem. hrs.	Paid $1500 (73/74) and $1700 to $2000 (74/75) annual supplement (Policy & Procedure Manual, p. 16).
3.	196	237	*	*	*No information available.
4.	200	200	15-16 Sem. hrs.	12 Sem. hrs.	Paid 20% of a six semester hour load of adjunct faculty based on faculty rank.
5.	195	195	YES 3 sem. hrs	YES 3 sem. hrs	Receive $2000 additional for 195 days
6.	195	196	*	*	*No information available.
7.	261	261	NO	NO	On the administrative salary schedule, based on educational level BS; MA; Doctorate.
8.	*200	*200	NONE SHOWN	NONE SHOWN	*Special salary schedule and receives $50 extra for each full-time certified person supervised.

SECTION III: TABLE A-13

EMPLOYMENT PRACTICES (FACULTY PERSONNEL)

HAS ACADEMIC FREEDOM POLICY

COLLEGE	REMARKS	73/74	74/75
1.		YES	YES
2.		YES	YES
3.		YES	YES
4.		YES	YES
5.	*None in the Agreement negotiated with faculty bargaining council.	YES	*NONE
6.	New policies and procedures being developed and old ones revised. Will be in new manual.	NONE	NONE
7.		YES	YES
8.		YES	YES

Section IV -- College Governance Structure. The area of governance is covered by Section IV Tables and is contained in Tables A-1 and A-2. The organizational changes which could have been reflected in these tables was the other area of possible major change where the influence of CSHB 2028 may have occurred. Again, it appeared from the analysis of the data used to compile these tables that there was no real trend or indication that CSHB 2028 had resulted in a change was reflected such as the elimination of titles as Vice President and the substitution of the title of Provost (Table A-1, College 1). Similar changes at the directorate and dean levels were noted concerning the consolidation of functions under one dean or director, and the elimination of a position by this action (Table A-1, Colleges #1 and #3). There were no new titles such as Director or Vice President of Labor or Industrial Relations reflected in the documents for school year 1974/75. This was one possible change that would have been an indication that CSHB 2028 may have been the reason for the addition of this function in the college management structure.

The analyses of the data making up this section are shown in Tables A-1 and A-2.

SECTION IV: TABLE A-1

COLLEGE GOVERNANCE STRUCTURE

ORGANIZATION

POSITION/FUNCTION	1.		2.		**3.		***4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Vice President:																
Executive	NO	NO	YES	YES	YES	YES	NO	NO	YES	YES	NA*	NA*	NA*	NA*	NA*	NA*
Academic Affairs	YES	YES	YES	YES	NO	NO	NO	NO	NA	NA	NA	NA	NA	NA	YES	NA
Business Affairs	YES	YES	YES	YES	YES	YES	NO	NO	YES	YES	NA	NA	NA	NA	NA	NA
Student Development	NO	NO	YES	YES	NO	NO	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Assistant Vice Pres.																
Business Services	NO	NO	NO	NO	NO	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Campus Operations	NO	NO	NO	NO	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Assistant to Pres.	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	NA	NA	NA	YES	NA
Provost (Campus)	NO	YES	NO	NO	YES	YES	NO	NO	YES	YES	NA	NA	NA	NA	NA	NA
Comptroller	YES	YES	YES	YES	YES	YES	NO	NO	NA	NA	NA	NA	YES	YES	YES	NA
Registrar	YES	YES	YES	YES	YES	YES	NO	NO	NA	NA	NA	NA	YES	YES	YES	NA
Dean:																
Academic Affairs	NO	NO	YES	YES	YES	YES	YES	YES	NA	NA	NA	NA	YES	YES	NA	NA
Business Affairs	NO	NO	YES	YES	YES	YES	YES	YES	NA	NA	NA	NA	NA	NA	YES	NA

*NA: Data not available in policies or procedures manuals.
**Additional functions listed in policy manual but not shown.
***Directors of academic areas similar to divisions.

SECTION IV: TABLE A-1

COLLEGE GOVERNANCE STRUCTURE (continued)

ORGANIZATION

POSITION/FUNCTION	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Dean: (cont'd)																
Continuing Education	NO	NO	NO	NO	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	YES	NA
Campus	YES	YES	YES	YES	NO	NO	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Student Dev./Serv.	NO	NO	YES	YES	NO	NO	NO	NO	NA	NA	NA	NA	YES	YES	YES	NA
Adult & Cont. Ed.	YES	YES	NO	NO	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Learning Resources	YES	YES	NO	NO	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Division Chairmen:																
Fine Arts	YES	YES	NA	NA	YES	YES	YES	YES	NA	NA	NA	NA	NA	NA	NA	NA
Behavioral Science	YES	YES	NA	NA	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Allied Health	YES	YES	NA	NA	YES	YES	YES	YES	NA	NA	NA	NA	NA	NA	NA	NA
Business	YES	YES	NA	NA	YES	YES	YES	YES	NA	NA	NA	NA	NA	NA	NA	NA
Communications	YES	YES	NA	NA	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Industrial	YES	YES	NA	NA	NO	NO	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Technical	YES	YES	NA	NA	NO	NO	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Mathematics	YES	YES	NA	NA	YES	YES	YES	YES	NA	NA	NA	NA	NA	NA	NA	NA
Physical Education	YES	YES	NA	NA	YES	YES	YES	YES	NA	NA	NA	NA	NA	NA	YES	NA
Social Science	YES	YES	NA	NA	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA

SECTION IV: TABLE A-1

COLLEGE GOVERNANCE STRUCTURE (continued)

ORGANIZATION

POSITION/FUNCTION	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Division Chrm: (cont'd)																
Special Occup/Ed.	YES	YES	NA	NA	YES	YES	YES	YES	NA	NA	NA	NA	NA	NA	NA	NA
Guided Studies	NO	NO	NA	NA	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Director:																
Accounting	NO	NO	YES	YES	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Athletics	YES	YES	YES	YES	NA	NA	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
College Relations	YES	YES	YES	YES	YES	YES	YES	YES	NA	NA	NA	NA	NA	NA	YES	NA
College Bookstore	NO	NO	YES	YES	NA	NA	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Co-op Education	YES	YES	YES	YES	NA	NA	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Data Systems	YES	YES	YES	YES	YES	YES	NO	NO	YES	YES	NA	NA	YES	YES	YES	NA
Counsel & Devel.	NO	NO	YES	YES	NA	NA	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Placement	YES	YES	YES	YES	NA	NA	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Financial Aid	YES	YES	YES	YES	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	YES	NA
Institutional Resrch	YES	NO	YES	YES	YES	YES	YES	YES	NA	NA	NA	NA	YES	YES	NA	NA
Learning Resource	YES	YES	YES	YES	NA	NA	YES	YES	NA	NA	NA	NA	NA	NA	NA	NA
Libraries	YES	YES	YES	YES	NA	NA	NO	NO	NA	NA	NA	NA	YES	YES	NA	NA
Materials Mgmt.	NO	NO	YES	YES	NA	NA	NO	NO	NA	NA	NA	NA	NA	NA	NO	NA

SECTION IV: TABLE A-1

COLLEGE GOVERNANCE STRUCTURE (continued)

ORGANIZATION

POSITION/FUNCTION	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Director: (cont'd)																
Personnel	YES	YES	YES	YES	YES	YES	NO	NO	YES	YES	NA	NA	YES	YES	YES	NA
Physical Plant	YES	YES	YES	YES	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Student Activities	YES	YES	YES	YES	NA	NA	YES	YES	NA	NA	NA	NA	NA	NA	YES	NA
System Planning	YES	YES	YES	YES	NA	NA	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Internal Auditor	NO	NO	YES	YES	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Purchasing	YES	YES	YES	YES	NA	NA	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
PPBS/MIS	YES	YES	YES	YES	YES	YES	NO	NO	NA	NA	NA	NA	YES	YES	NA	NA
Admissions	YES	YES	YES	YES	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Student Records	NO	NO	YES	YES	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Federal Grants	NO	YES	YES	YES	YES	YES	NO	NO	YES	YES	NA	NA	NA	NA	YES	NA
Evening Studies	NO	NO	NO	NO	NO	NO	NO	NO	NA	NA	NA	NA	YES	YES	NA	NA
Special Projects	YES	YES	NO	NO	NO	NO	NO	NO	NA	NA	NA	NA	YES	YES	NA	NA
Academic Affairs	NO	NO	NO	NO	NO	NO	NO	NO	YES	YES	NA	NA	NA	NA	NA	NA
Budget	NO	NO	NO	NO	NO	NO	NO	NO	YES	YES	NA	NA	NA	NA	NA	NA
Inst. Resource Center	NO	NO	NO	NO	NO	NO	NO	NO	YES	YES	NA	NA	NA	NA	NA	NA
Campus	YES	NO	NO	NO	NO	NO	NO	NO	YES	YES	NA	NA	NA	NA	NA	NA
Nursing	YES	NO	NO	NO	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA

SECTION IV: TABLE A-1

COLLEGE GOVERNANCE STRUCTURE (continued)

ORGANIZATION

POSITION/FUNCTION	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Director: (cont'd)																
Occupational Ed.	NO	NO	NO	NO	NO	NO	YES	YES	NA	NA	NA	NA	YES	YES	NA	NA
Auxiliary Serv.	NO	NO	NO	NO	YES	YES	YES	YES	NA	NA	NA	NA	NA	NA	NA	NA
Career Education	NO	NO	NO	NO	YES	YES	NO	NO	NA	NA	NA	NA	NA	NA	NA	NA
Technical Serv.	NO	NO	NO	NO	YES	YES	NO	NO	NA	NA	NA	NA	YES	YES	NA	NA

SECTION IV: TABLE A-2

COLLEGE GOVERNANCE STRUCTURE (continued)

COMMITTEES OR BOARDS *

COMMITTEES	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Academic Affairs	YES	YES	YES	YES	NO	NO	YES	**	NO	NO	**	**	YES	YES	YES	**
Academic Due Process	YES	YES	YES	YES	NO	NO	YES	**	NO	NO	**	**	NO	NO	YES	**
Academic Standards	NO	NO	YES	YES	NO	NO	YES	**	NO	NO	**	**	YES	YES	YES	**
Accountability	NO	NO	NO	NO	NO	NO	NO	II	YES	YES	**	**	NO	NO	NO	**
Administrative Adv'ry	YES	YES	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	YES	**
Affirmative Action	YES	YES	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Athletics	NO	NO	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Banking Advisory	YES	YES	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Budget Committee	NO	NO	NO	NO	NO	NO	NO	**	YES	YES	**	**	NO	NO	NO	**
Campus Ecology	NO	NO	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	YES	**
Catalog	NO	NO	NO	NO	NO	NO	NO	**	NO	NO	**	**	YES	YES	NO	**
Compliance Review	YES	YES	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Con.Selr-Study Steer'g	NO	NO	NO	NO	NO	NO	NO	**	YES	YES	**	**	NO	NO	NO	**
Courtesy	NO	NO	NO	NO	NO	NO	YES	**	NO	NO	**	**	YES	YES	NO	**
Cultural & Enrichment	NO	NO	YES	YES	NO	NO	NO	**	YES	YES	**	**	YES	YES	YES	**
Data Processing	YES	YES	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	YES	**
Discipline	YES	YES	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	YES	**
Facilities Advisory	NO	NO	NO	NO	NO	NO	YES	**	NO	NO	**	**	NO	NO	YES	**

*The titles of the various committees or boards may differ within each college; however, when the functions of the committees are analyzed, they are similar.

**NONE SHOWN. Policy and Procedures Manual indicate President authorized to establish as needed.

COLLEGE GOVERNANCE STRUCTURE (continued)

COMMITTEES OR BOARDS*

COMMITTEES	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Faculty Senate	YES	YES	YES	YES	NO	NO	NO	**	NO	NO	**	**	YES	YES	NO	**
Financial Aid	NO	NO	YES	YES	YES	YES	YES	**	NO	NO	**	**	YES	YES	NO	**
Food Service	NO	NO	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	YES	**
Foreign Student Adv'y	NO	NO	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Health and Safety	NO	NO	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Hospitality & Social	NO	NO	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Institutional Affairs	NO	NO	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Institutional Research	YES	YES	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Instructor Evaluation	NO	NO	YES	YES	NO	NO	NO	**	YES	YES	**	**	NO	NO	NO	**
Insurance Advisory	YES	YES	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Legislative	NO	NO	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	YES	**
Library/Learning Res.	YES	YES	YES	YES	NO	NO	YES	**	NO	NO	**	**	YES	YES	YES	**
Long Range Planning	NO	NO	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Personnel Review	YES	YES	NO	NO	YES	YES	NO	**	NO	NO	**	**	YES	YES	NO	**
Professional Policies	NO	NO	NO	NO	NO	NO	YES	**	NO	NO	**	**	YES	YES	NO	**
Public Relations	NO	NO	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Public School Coord.	NO	NO	NO	NO	NO	NO	NO	**	YES	YES	**	**	NO	NO	NO	**
Publications Board	YES	YES	NO	NO	YES	YES	YES	**	NO	NO	**	**	YES	YES	YES	**

*The titles of the various committees or boards may differ within each college; however, when the functions of the committees are analyzed, they are similar.

**NONE SHOWN. Policy and Procedures Manuals indicate President authorized to establish as needed.

SECTION IV: TABLE A-2

GOLLEGE GOVERNANCE STRUCTURE (continued)

COMMITTEES OR BOARDS*

COMMITTEES	1.		2.		3.		4.		5.		6.		7.		8.	
	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75	73/74	74/75
Purchasing Advisory	YES	YES	NO	NO	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Recognition & Awards	YES	YES	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Scholarships	NO	NO	YES	YES	NO	NO	YES	**	NO	NO	**	**	YES	YES	YES	**
Staff & Program Devel.	YES	YES	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Student Activities	YES	YES	YES	YES	NO	NO	YES	**	YES	YES	**	**	NO	NO	YES	**
Student Appeals	YES	YES	NO	NO	NO	NO	NO	**	NO	NO	**	**	YES	YES	YES	**
Student Personnel Serv	NO	NO	YES	YES	NO	NO	NO	**	NO	NO	**	**	YES	YES	NO	**
Systems Planning	NO	NO	YES	YES	NO	NO	YES	**	NO	NO	**	**	NO	NO	NO	**
Tenure	NO	NO	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**
Traditions	NO	NO	NO	NO	NO	NO	NO	**	YES	YES	**	**	NO	NO	NO	**
Women's Affairs	NO	NO	YES	YES	NO	NO	NO	**	NO	NO	**	**	NO	NO	NO	**

*The titles of the various committees or boards may differ within each college; however, when the functions of the committees are analyzed, they are similar.

**NONE SHOWN. Policy and Procedures Manuals indicate President authorized to established as needed.

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General Analysis

In assessing the documents obtained from the colleges covered in this study, there is nothing which clearly indicates that the changes made in these documents from 1973/74 to 1974/75 are directly related to the impact of CSHB 2028. However, there are indications that the administrators of these institutions are making a very detailed review of these documents, as evidenced by the dates on the documents, and are updating these manuals. All of the colleges reflected 1974 dates on their policies and procedures manuals. Some of the institutions were in the process of again revising these documents; however, their complete revision and availability dates were to be after July 1975.

The 1974 documents, when compared with the same documents from each college dated earlier, indicated some or all of the following trends:

1. Contained new and more detailed policies and procedures.

2. Used more references to specific Florida Statutes and State Board of Education Regulations for the Operation of Junior Colleges.

3. Accomplished detailed reviews of the documents dated 1974 compared with the content in the previously existing comparable documents from each institution.

4. Attempted to comply with the provisions of the 1974 Florida Legislature Administrative Procedures Act (FLorida 1974 Legislature Chapter V, 74-310) regarding the type of format used in the documents.

Only one of the eight colleges did not have a complete policy and procedures manual for review and analysis. It was necessary to utilize those parts which had been developed which were available. Discussions with the Personnel Director indicated processes had begun for the preparation of new policies and procedures for his institution (College #6).

In informal discussions with some of the administrators of the colleges used in this study, an attitude of "wait and see" was evident regarding the provisions of CSHB 2028. Administrators were conducting an exchange of information with other community colleges in Florida as well as obtaining information from institutions outside of Florida regarding collective bargaining, e.g., studies such as the ones prepared by Pennsylvania (Lehigh County Community College 1974-75) and Massachusetts (Board of Regional Community Colleges 1975).

On date of completion of this study (June 30, 1975), there are two community colleges in Florida (of the 28 total) which have completed collective bargaining agreements. These are Indian River Community College (Indian River Community College, 1974) and Hillsborough Community College (Hillsborough Community College Agreement, 1974-75). The Indian River Agreement was with AAUP and the Hillsborough Agreement was with the Faculty Bargaining Council -- comprised of the properly recognized

and elected organization known as Castellano's Italian Army and the Faculty Forum Revisionists (Hillsborough Agreement 1974/75:39).

There was a problem with the Indian River Agreement which included a pay increase in its agreement. The Florida Legislature included as a provision to the 1974/76 appropriations bill for community colleges and university employees negated salary increases of any kind. The one exception was increases as a result of a change in job or promotion (FACC Legislative Hotline; June 5, 1975). If the AAUP at Indian River Community College elects to fight this restriction, since it had negotiated in good faith and completed the agreement prior to the passage of this law (restriction), it might be the first major test of the provisions of Section 447.010, Florida Statute (CSHB 2028:18) This section provides that, "The failure of the legislature body to appropriate funds sufficient to fund the collective bargaining agreement shall not constitute nor be evidence of any unfair labor practice." (CSHB 2028:19)

CHAPTER V

SUMMARY AND IMPLICATIONS

Summary

This major research project examines the personnel policies and procedures of eight Florida Community/Junior Colleges. It did not reveal any significant trend or indication of changes with regards to either the following major division of issue areas of concern:

1. Main issues which have been reflected in contracts in other states in the United States or other documents covering collective bargaining actions that have already been completed concerning community/junior colleges as well as other institutions of higher learning.
2. What is negotiable?
3. The bargaining unit.
4. Who could be excluded from the bargaining unit?
5. Academic Due Process/Grievance Procedures.
6. Governance.
7. Economic issues.

Further, there was no significant change or trend indicated in the personnel policies and procedures manuals of the eight Florida public community/junior colleges as a result of Florida House Bill 2028. There were, however, strong indications that a major impact was realized in the sense of CSHB 2028 prompting review and updating of major documents as preparation for the future. This study has yielded a data base and

a research design for future analysis of developments within Florida community colleges of the results of formalized negotiation practices.

The basic research design was that of establishing the major issue areas and then making a finite analysis of the content of the policies and procedures manuals and documents.

Implications

The current implications of this research project on the institutions covered by the study are as follows:

1. This study presents comparative information and data regarding eight colleges to the administrators of the colleges covered in the study and which was not available prior to the completion of this research project.

2. The data has been arranged in the Chapter IV Tables to offer a comparison with the data between the colleges as well as between the two periods of time covered in the study, for academic years 1973/74 and 1974/75.

3. The information shown in the tables can be further analyzed or assessed in relation to local data which may be available to each college. In addition, the information can be assessed in relationship to the data presented in the various studies previously completed in the states of Michigan (Michigan

Community College Association, 1970), Massachusetts (Board of Regional Community Colleges, Boston, Massachusetts;1975), Pennsyvlania (Lehigh County Community College Fourth Annual Survey, 1974/75), and such other data of a similar nature currently under development or which may be developed in the near future.

4. The information contained in the study will be available for use as reference information for members of negotiation teams. It could assist them in discussions covering the various subject areas included in this study and the tables, e.g., pay data or fringe benefits.

5. The colleges covered in this research, provided they so desire, may now use the study as a basis for establishing a collection procedure for future years beyond school year 1974/75. The new data so collected would provide a continuous history when added to that covering the information shown in each of the tables for the period 1973/74 and beyond for their individual institutions.

6. The study offers comparisons and differences which appear to exist between the various colleges shown in the study. These differences may be used as a basis for these institutions to review each item

shown in the tables. The purpose of such a review and analysis would be to determine if there is a need for possible revision or elimination of some or all of a given policy or procedure in their documents. Past history, with regards to union negotiations, indicates that the union negotiators will use such differences to whatever advantage possible during and after actual negotiations.

The future implications of the impact of CSHB 2028 and other pending State and Federal laws which cover collective bargaining will be far reaching and will have a decided impact on the operation and administration of all areas of higher education including the community/junior colleges in the United States. With reference to the Florida Community/Junior College System, this study suggests the following areas will be the source of most discord when colleges enter into contractual collective bargaining negotiations:

1. Scope of the bargaining issues: what is bargainable; what are management prerogatives.

2. Employee classification: problems of supervisors, managers, and confidential employees; e.g., division chairmen, clerical personnel.

3. Unit structure: number of employees, fragmentation by communities of interest or larger units; e.g., do we have separate bargaining units in multi-campus units.

4. Union security: agency shops.

5. Impasse procedures: binding arbitration.

Simultaneously, there will be an impact of Federal legislation influencing higher education in all 50 states and particularly concerning the areas of:

1. Civil Rights, following Executive Orders 11246 and 11376, and Titles VI, VII, and IX.

2. Working conditions and salaries following the Fair Labor Standards Act with its latest amendment in 1974 covering new minimum wage standards and additional coverage of personnel by the act.

3. Collective bargaining following proposed Federal legislation on public employee bargaining rights (House of Representatives Bills 8677 and 9730, 1975; and Senate Bills 3294 and 3295, 1975).

A trend is apparent that teacher organizations such as NEA, AFT, and AAUP will put aside "party affiliation" and join forces to seek favorable union legislation. This combining of union forces for political action appears to be having some degree of success. In Florida, there were three "pro union" bills introduced by the State Legislature this year. They were:

1. House Bill 1375 and Senate Bill 164 (both identical bills). This bill would repeal portions of CSHB 2028 which have yet to be implemented. This new legislation would eliminate Florida Statutes, Sections 447.603 and 447.203. These sections cover the rights of the local district school boards to adopt local rules for collective bargaining, subject to approval by PERC. In addition, this would eliminate the right of the local public employer to determine the composition of the bargaining unit. This determination would then be made at the state level (PERC).

2. House Bill 1246 would provide for an agency shop requiring all non-union public employees covered by a union contract to pay to the union a fee for representing that employee the same as that paid by the union members. Note: This action has been previously held unlawful and in violation of the Florida Right to Work Law by the Florida Supreme Court.

3. House Bill 1063. This bill would change Florida Statute, Section 447.012 (CSHB 2028), to eliminate or change the procedure to resolve any impassee which may occur. In place of the current procedure, this bill would have substituted binding arbitration in its place.

The three bills referred to have been defeated in the current legislature. However, there is indication that these or similar bills will be re-introduced in the future.

The trend is definitely in the direction of greater political activity on the part of the various union groups. If they can have some lawmaker successfully introduce a bill favorable to the union such as binding arbitration, it will make their job easier when they sit down to negotiate a contract. They will not have to spend time or give up some privilege to obtain this clause in a contract.

At the Federal level, the future impact of the Civil Rights program is still being "acted out" in the various Federal Courts, and decisions are being rendered weekly on such issues as:

1. Maternity leave for both the wife and husband.
2. Hiring and firing practices.
3. Guidelines covering such areas as sex and age discrimination.

In some cases, such as a reduction in the work force due to the economic conditions in various industries, we have seen or read articles in the newspapers concerning the question of the legality of union contracts which stipulate the "last in, first out" clause which directly affects the blacks and females in the work force. If provisions of the collective bargaining contract covering areas as reduction of work force is set aside by Federal Court decree, then there is no area of the collective bargaining agreement that is safe from review and determination of its legal validity by court action.

While it is true that the current laws of Florida prohibit strikes and place penalties on public employees who do strike (Florida Statutes, Section 447.019;CSHB 2028:28), some form of work stoppage can be expected from union employees in higher education in Florida in the next three to five years. This view is supported by the fact that Florida was the first state in the nation to have a statewide teachers' strike which occurred in February 1968 (Florida Study Report of the Committee on Labor and Industry; 1970:15-17). Florida had a "no strike" law in effect at that time also. In addition, there appears to be a change in the attitude of personnel in educational institutions toward strikes. This change in attitude may be due to the fact that faculty personnel and others have noted that teacher strikes in other states tend to accomplish some of the aims of the strikers. Furthermore, there has been a definite change in the policies of the three largest faculty organizations (unions), NEA, AFT, and AAUP toward strikes (Lozier, April 1974:42-44).

Despite the fact that there have been little union action or agreements negotiated in the community/junior colleges in Florida (two agreements have been negotiated to date; Indian River and Hillsborough), it is felt this situation will drastically change over the next twelve to twenty-four months. A prediction is made that the majority, if not all, of the twenty-eight community/junior colleges will be operating under a collective bargaining agreement with the start of the school year 1977/78.

In view of the current state-imposed restrictions covering pay increases for personnel in higher education for school year 1974/75 (FACC Legislative Hotline, June 5, 1975), this will be one of the main issues to be resolved in future collective bargaining agreements. If the current pay raise restriction is not imposed by the State Legislature for school year 1976/77, a "catch up" provision will be included in most if not all of the agreements negotiated for that school year.

This author views merit pay provisions as an item which will receive the least amount of attention and actually be eliminated by some agreements.

In addition to pay increase, the area of fringe benefits will be the next most important economic area which will reflect the greatest change. Within the broad definition of fringe benefits, the item most likely to appear as a change (added or increased) will be: insurance coverage to include life, health, and dental.

The other area which may appear in the agreement is the cost of living clause developed in relationship to the Federal Index or possibly to some local guidelines established as a part of the agreement.

As a direct result of collective bargaining and the resultant changes which may be made in both the administration and management of the community/junior colleges, a number of administrative personnel of these institutions will seek to return to the classroom or possibly may even seek employment in non-educational institutions or businesses. In reviewing what happened in states which have had collective bargaining for a number of years, such as Michigan, New York, and Pennsylvania, a similar trend appeared to have been true. This view is supported by

reviewing applications submitted for teaching positions by former administrators from these states and by discussions with some of these individuals. In addition, contact with administrators from these and other states having collective bargaining tend to support this view concerning the exodus of administrative personnel who have been subjected to administrative and managerial problems associated with collective bargaining.

Areas Which Warrant Future Study

The public sector of Florida community colleges is entering the collective bargaining area for the first time. The majority of the administrative personnel who will be required to either negotiate or administer a collective bargaining contract have little or no experience with this type of activity. Therefore, there is a need for the development of some degree of knowledge in the area of collective bargaining.

Personnel management areas which warrant current and future review and which prompted this study include:

1. A thorough review of current policies to insure that they are current and reflect recent changes to Federal and Florida laws.

2. A necessary review of the provisions of Titles VI, VII and IX, with regards to the Civil Rights Act of 1964, because they influence both the procedures which should be followed in personnel employment practices and the administration of the total personnel management program of the institution.

3. A careful review of the grievance procedures currently being used. Unnecessary verbage should be eliminated and the procedure for the submission and administration of a grievance should be one which will protect both the rights of the employee as well as those of the board and president. If no procedure exists at this time, action should be taken without delay to prepare one.

4. A review of salary and fringe benefit provisions for the purpose of developing a comparative analysis of the difference that may exist between the twenty-eight institutions in the Florida Community/Junior College System. These data will be needed during the period of collective bargaining.

The management training program (staff development) of each institutions should be reviewed with specific reference to the following:

1. Communicate to the board members as well as the administrators the content and impact of CSHB 2028.

2. Keep the board and the administrators informed reference to new laws or changes to current laws regarding personnel management and collective bargaining.

3. Review with the board existing policies and procedures manuals and analyze them along the lines employed in this study.

4. Determine how to administer the college grievance procedures with a series of discussions or seminars covering this subject throughout the school year.

5. Develop skills of administrative personnel in the area of collective bargaining negotiations. These individuals would become the "pool" of administrative personnel from which administrative negotiations team could be selected.

6. Cross-exchange information and data with other community colleges concerning personnel management and collective bargaining.

7. Study how to administer a collective bargaining agreement once the agreement is signed. Particular attention should be directed to such areas as what restrictions the agreement places on the administrative staff as well as examples of what might be classed as unfair labor practices for both the administration and the union.

3. Participate in seminars and meetings such as those presented by the National Center for the Study of Collective Bargaining in Higher Education conducted by Baruch College, the City University of New York. In addition to conducting seminars in which administrators may participate, this National Center publishes a newsletter which keeps the participants informed of the latest changes or trends in collective bargaining in higher education. They also maintain a data processing data bank covering contract terms for the majority of contracts that have been negotiated in higher education.

In addition to the areas indicated for future study, consideration should be given to the development of a central office in the institution where data covering collective bargaining and related labor management relations topics could be maintained. This office should operate under the overall supervision of the president and act as a research office for the purpose of reviewing documents and assisting in such matters as:

1. Personnel policies and procedures of other institutions.

2. Collective bargaining agreements which have been negotiated recently in other community/junior colleges.

3. Act as an office of record for the various Federal or State laws related to collective bargaining.

4. Development of local training programs for the administrative staff on matters related to collective bargaining.

5. Conduct studies in such areas as a comparison of:
   a. Pay/salary differences between the various community/junior colleges in the Florida System.
   b. Fringe benefit provisions and how they differ or compare with other institutions.
   c. Proposing new or changed policies and/or procedures for the purpose of insuring that the institution is in compliance with the various Federal and State laws.
   d. Developing trends in collective bargaining agreements which have been negotiated concerning personnel related matters.

6. Supporting the institutions's collective bargaining teams with data or statistics on personnel or other labor management relations matters.

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